

**State of Connecticut
Department of Social Services
Bureau of Rehabilitation Services
Vocational Rehabilitation Case Management Information
System
Request for Proposal**

The Connecticut Department of Social Services, Bureau of Rehabilitation Services (DSS/BRS) or (Department) is issuing this Invitation to Bid to procure a web-based Vocational Rehabilitation Case Management Information System (VRCMIS) to replace the current Integrated Client Information System (ICIS).

Sealed responses must be received no later than 2:00 PM Local Time, November 3, 2006. Any responses received after that date and time might be accepted by DSS/BRS as a clerical function but not evaluated. Those submissions that are not evaluated shall be retained for thirty days after the resultant contract is executed, after which time the responses will be destroyed.

To download the Request for Proposal, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services Procurement Services Home Page at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or contact:

Kathleen M. Brennan
Contract Administration
Department of Social Services
25 Sigourney Street
Hartford, Connecticut 06106
(860) 424-5693 phone, (860) 424-4953 fax
e-mail: kathleen.brennan@po.state.ct.us

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and Hearing impaired individuals may use a TDY by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the DSS Contract Administration Office at (860) 424-5693.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State.

PART I OVERVIEW

A. Program Overview.....	1
B. Procurement Objectives.....	2
C. Issuing Authority.....	3
D. RFP Organization.....	4
E. Procurement Process.....	4
F. Procurement Guidelines.....	9

PART II SCOPE OF WORK

A. Specifications /Requirements Overview.....	11
B. Requirements of the Web-Based VRCMIS.....	13
C. Platforms For The Web-Based Vocational Rehabilitation Case Managment System.....	18
D. Development Tools For The Web-Based VRCMIS.....	18
E. Connectivity.....	19
F. Servers and Workstations Specifications.....	19
G. Proposed VRCMIS System Functionality.....	23
1. System-Wide Requirements.....	25
2. Financial Requirements.....	31
3. Reporting Requirements.....	32
4. Other Functionality.....	34

PART III PROJECT MANAGEMENT PROCESS

A. Project Phases and Requirements.....	35
1. Needs Assessment Phase.....	37
2. Planning Phase.....	38
<u>3. Design Phase.....</u>	<u>41</u>
4. Development Phase.....	42
5. Testing Phase.....	43
6. Implementation Phase.....	44
7. Maintenance Phase.....	46
B. Organization and Staffing Requirements.....	48
C. User Training/Support.....	49

PART IV PROPOSAL SUBMISSION REQUIREMENTS

A. General Proposal Requirements.....	50
<u>B. Proposal Construction Requirements.....</u>	<u>51</u>
C. Technical Proposal Requirements.....	52
D. Cost Proposal Requirements.....	80

PART V PROPOSAL EVALUATION

A. Evaluation of Proposal Objectives.....	82
B. Evaluation Organization.....	82
C. Evaluation Phases.....	82

PART VI APPENDICES

1. Procurement and Contractual Agreements
2. Workforce Analysis Form
3. Notification to Bidders
4. Smoking Policy
5. Certification Regarding Lobbying
6. Affidavits - Integrity in State Contracting
7. Prohibition on Campaign Contributions by Prospective State Contractors
8. Terms and Conditions
9. Price Proposal
10. Forms and Exhibits

1. CHANGE REQUEST FORM 134
2. RSA 911 RECORD LAYOUT SAMPLE 136
3. RSA 2 SAMPLE 141
4. RSA 113 SAMPLE 144
5. RF 1 INTAKE QUESTIONNAIRE SAMPLE 148
6. RF 2 APPLICATION FOR SERVICES SAMPLE 154
7. RF 5 HEALTH CHECK LIST 156
8. RF 6 AUTHORIZATION FOR RELEASE/DISCLOSURE OF PERSONAL INFORMATION SAMPLE 158
9. CONTACT NOTES SAMPLE 159
10. WAIVER LETTER SAMPLE 160
11. COMMITMENT FORM SAMPLE 161
12. RF 3 CERTIFICATE OF ELIGIBILITY/INELIGIBILITY SAMPLE 162
13. RF 3 SSA CERTIFICATE OF ELIGIBILITY/INELIGIBILITY SAMPLE 164
14. F15 ELIGIBILITY LETTER SAMPLE 166
15. RF 7 DID NOT MEET ORDER OF SELECTION CRITERIA 167
16. F 20 EXTENDED EVALUATION PLAN SAMPLE 168
17. RF 8 INELIGIBILITY LETTER SAMPLE 170
18. RF 4 INDIVIDUAL EMPLOYMENT PLAN SAMPLE 171
19. COMMITMENT AND PAYMENT REPORT SAMPLE 176
20. VR-21 CONSUMER/STUDENT FINANCIAL INFORMATION EXCHANGE FORM 177
21. VR-21 WORKSHEET, INSTRUCTION AND GUIDANCE 180

Part I OVERVIEW

A. *PROGRAM OVERVIEW*

As the primary agency dedicated to disability services in Connecticut, DSS/BRS offers a wide range of programs for approximately 10,000 individuals each year with the potential of 12% growth annually. DSS/BRS help employers recruit qualified employees who really want to work. We assist students, parents and educational staff in public schools, as well as those attending our residential schools. DSS/BRS also determines medical eligibility for Social Security disability benefits and operates dozens of programs that help Connecticut's citizens lead more independent, productive lives.

DSS/BRS is a multi-faceted organization addressing areas of: Caseload Management, Case Processing, Fiscal Operations, Reporting and Database Capabilities, Connect to Work, Social Security Ticket to Work Reimbursement, Independent Living, Adaptive Technology, Vehicle / Home Modifications, and Employment Opportunities Program. Each area is unique to itself while at the same time crossing barriers and sharing common data between each other, while others, such as Fiscal Operations, roll all areas together. The systems infrastructure and architecture solicited through this procurement must be capable to perform in a manner similar to the cross-functional capabilities of DSS/BRS described herein. In addition to the required system functionality and department requirement set forth in this RFP the Case Management Information System selected through this procurement must have the capability to support the DSS/BRS business processes.

DSS/BRS business process involves the following activities:

- Tracking client demographic information
- Developing plans for client rehabilitation
- Tracking clients (open, close, eligibility, economics, disability plans)
- Tracking client progress notes for documentation purposes
- Generating automated forms and communications to clients
- Tracking client purchase orders and disbursements
- Reporting for State and Federal purposes
- Producing internal financial reports
- Tracking vendors
- Tracking specialized fee codes associated with our vendors and services
- Providing extensive reporting for client support and Client tracking
- Communicating with private sector service providers and vendors
- Compiling statistical data, and Ad Hoc reports on requests.

In addition, the selected system must:

- Be accessible for all users (compatibility with accessibility) software and hardware is assured;

- Be Microsoft Windows XP compliant, and allow data entry to be accomplished through form-like data sheets that allow common editing capabilities such as spell check, cut and paste, etc.
- Generate all RSA required reporting data, and provide search and reporting capabilities useful to field staff as well as administrators.

B. PROCUREMENT OBJECTIVES

The Connecticut Department of Social Services, Bureau of Rehabilitation Services (DSS/BRS) or (Department) is issuing this RFP to procure a web-based Vocational Rehabilitation Case Management Information system (VRCMIS) to replace the current Integrated Client Information system (ICIS). The VRCMIS will support the DSS/BRS in serving individuals with a wide variety of disabilities in need of vocational rehabilitation.

The web-based Vocational Rehabilitation Case Management system selected through this procurement must meet the requirements specified herein and be able to be customized to meet the DSS/BRS' unique requirements.

The system selected through this procurement to replace the current ICIS must be and remain in compliance with 34 Code of Federal Regulations (CFR), PARTS 361-399 and The Rehabilitation Act of 1973, as amended, Title IV of the Workforce Investment Act of 1998.

The anticipated target date for the full operation of a replacement system is **January 4, 2008**, subject to final negotiations with the successful bidder. In addition there will be a parallel processing period of three to six months following the "Go Live" date between ICIS and the selected VRCMIS.

This procurement, development and implementation of a replacement for the existing Integrated Client Information system will result in a Vocational Rehabilitation Case Management Information system that must:

1. Satisfy mandatory Federal reporting requirements as specified by the U.S. Department of Education, Office of Special Education and Rehabilitation Services Administration (RSA), (refer to <http://www.ed.gov/about/offices/list/osers/rsa/about.html>), including those required beginning in FFY 2006;
2. Facilitate caseload management for rehabilitation professionals throughout the DSS/BRS Agency;
3. Produce Management reports, both on caseload and financial information, at all levels of the agency, contained in an easy to use interface;
4. Ensure that reports are available at the individual case, counselor, region, district, and agency level;
5. Ensure the selection of the level of reporting will be at the control of the request originator and based on security clearance to that information, guided by the principles of "Job function / Role" access;
6. Allow for Ad Hoc report generation in addition to available standard reports;

7. Provide an accounting system for the tracking of encumbrances and expenditures for client services that will provide the necessary data required to support the CORE-CT¹ system;
8. Provide for security of data in accordance with State and Federal statutes and regulations including but not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”);
9. Allow the Department to invoice and approve invoices for payment electronically, as is currently performed through ICIS;
10. Provide for easy portability or extraction of information to utility systems such as Microsoft Excel, PowerPoint, and Access, as well as File Transfer Protocol (FTP), secure FTP, and other file transfer type processing, as defined by DSS/BRS; and
11. Complies with the state’s enterprise wide technical architecture (“EWTA” refer to <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|>)

C. ISSUING AUTHORITY

The Department of Social Services (DSS) has been authorized by the State of Connecticut Department of Information Technology (DOIT) to conduct the competitive procurement to obtain a Case Management Information System (CMIS) to replace the current Integrated Client Information System (ICIS) that supports the Vocational Rehabilitation Program (VR) operated by the Department of Social Services, Bureau of Rehabilitation Service (DSS/BRS). DSS is issuing this Request for Proposals (RFP), through the Office of Contract Administration on behalf of DSS/BRS. This office is the sole point of contact from the date of release of this RFP until the contract has been fully executed and approved. All questions and requests for clarification regarding the bidding process, specific RFP text, or the current ICIS, and other communications must be submitted to this office in writing clearly identified as pertaining to the **Vocational Rehabilitation Case Management Information System RFP (VRCMIS RFP)**. The address and contact information for the issuing office is as follows:

Kathleen M. Brennan
Contract Administration
Department of Social Services
25 Sigourney Street Hartford, CT 06106
Phone: (860) 424-5693 - Fax: (860) 424-4953
Email: <mailto:kathleen.brennan@po.state.ct.us>

Any material received that does not so indicate its RFP-related contents shall be opened as general mail.

¹ Core-CT refers to the State of Connecticut’s Fiscal / Human Resource system (PeopleSoft)

The procurement process for this RFP shall be conducted in accordance with the applicable procurement policies and procedures established by the State of Connecticut.

D. RFP ORGANIZATION

The remainder of this RFP is organized as follows.

- **Part II - Scope of Work** - Presents an overview of the current ICIS environment; Contains the requirements for data processing, general operations, functionality, project administration and project controls, and project organization and staffing. It also presents state responsibilities and contractor responsibilities for the Design, Development and Implementation (DDI) and the Operation Phases for the new VRCMIS.
- **Part III - Project Management Process**
- **Part IV - Proposal Submission Requirements** - Presents the format and content requirements for the Contractor's Technical and Cost Proposals.
- **Part V – Proposal Evaluation**
- **Part VI - Appendices.**

E. PROCUREMENT PROCESS

1. Contract Term

The Agreement developed as a result of this RFP is subject to State contracting procedures for executing a contract that includes approval, as to form, by the Connecticut Office of the Attorney General. The Agreement becomes executed upon the signature of the Office of the Attorney General and no financial commitments can be made until, and unless, the Office of the Attorney General approves the Agreement. The Office of the Attorney General reviews the contract only after the Commissioner and the Contractor have executed the Agreement.

2. Procurement Schedule

The following schedule is expected for this procurement. These dates are subject to change, as determined necessary by the Department.

EVENT	SCHEDULE
RFP Released	September 19, 2006
Deadline for Letter of Intent 3:00 PM Local Time (Mandatory)	October 6, 2006
Deadline for Questions 3:00 PM Local Time	October 6, 2006
Responses to Questions (tentative)	October 20, 2006
Proposals Due by 2:00 PM Local Time	November 3, 2006
Oral Presentations/Interviews (optional)	Week of November 13, 2006
Successful Bidder Announced	Week of November 27, 2006
Contract Negotiations Begin	December 1, 2006
Contract Work Begins (Estimate)	January 1, 2007

3. RFP Issuance and Addendums

This RFP was reviewed and approved prior to its release by the Connecticut Department of Social Services, Bureau of Rehabilitation Services. Its contents represent the best statement of the requirements and needs of all these participants.

The Department reserves the right to amend the RFP at any time prior to the proposal due date by issuing an addendum. All addenda to the RFP shall be available through the “Social Services, Department of” link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Vendors may also access the “Vendors/Contractors” link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda. Vendors are **solely responsible** for accessing the State Contracting Portal to receive any addenda and/or amendments to this RFP and the RFP process.

A formal RFP amendment shall be used to provide the answers to the bidders questions submitted to the Department. The amendment shall be issued as an addendum and shall be available on the “Social Services, Department of” link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Vendors may also access the “Vendors/Contractors” link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda.

4. Questions and Answers

The Department will only respond to those questions submitted in writing to the Issuing Office in accordance with the provisions of this section.

The Issuing Office will only accept written questions submitted by 3:00 PM on October 6, 2006. Questions may be submitted to the Issuing Office by facsimile (860) 424-4953, email (kathleen.brennan@po.state.ct.us), or mail directed to the Issuing Office at the

address listed in RFP Part I Section C. Bidders questions should be submitted clearly and directly to the point, and include the RFP cross-reference section to which each question applies. It is the Bidders responsibility to ensure the Department's timely receipt of any information relative to this procurement.

The Department shall not respond to questions that do not meet the deadlines and criteria listed above.

The Department shall post the official responses to Bidders' questions submitted in accordance with the requirements of this section, as an official amendment to this RFP in the form of an addendum to this RFP. While the actual posting date for the official responses will depend upon the volume of questions received, the tentative date for the posting of the official responses is October 20, 2006. Addendums to this RFP will be posted to the "Social Services, Department of" link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp . Vendors may also access the "Vendors/Contractors" link on the State of Connecticut Department of Social Services website found at www.dss.state.ct.us to be directed to the posted addenda. It is the Vendor's responsibility to access the website to obtain any amendments and/or addenda to this RFP.

5. Letter of Intent

Interested Bidders are required to submit a Letter of Intent to the Issuing Office to advise the Department of their intention to present a proposal in response to this RFP. Letters of Intent **must be** directed to and **must be** received by the Issuing Office no later than 3:00 PM on October 6, 2006. Letters of Intent may be sent via mail, email or fax. ***Submission of a Letter of Intent by the date and time specified herein IS REQUIRED in order to submit a proposal.***

6. Submission of Proposals

All proposals MUST be received by the Department no later than 2:00 PM Local Time on November 3, 2006 and only to the following address:

Kathleen M. Brennan
Contract Administration
Department of Social Services
25 Sigourney Street Hartford, CT 06106
Phone: (860) 424-5693

Only those proposals received at the location and by the date and time specified above will be opened. Bidders that are hand-delivering proposals will not be granted access to the building without photo id and should allow extra time for security procedures. Delivery of the proposals shall be at the bidder's expense. Any and all damage that may

occur due to shipping shall be the bidder's responsibility. The proposal shall be submitted in two packages, a technical proposal, and a cost proposal. The required format and content of each are specified in RFP Part IV.

7. Acceptance of Proposals

Each bidder must submit only one proposal. Alternate proposals shall **not** be allowed and shall cause the rejection of all proposals from the bidder. The Department shall accept all proposals submitted according to the requirements and deadlines specified in this RFP. After the receipt of proposals, the Department reserves the right to:

- require Oral Presentations/Interviews with selected vendors;
- request a Best and Final Offer (BAFO) from selected bidders; and/or
- issue a contract or notice of award, without negotiation, based upon the terms, conditions, and premises of this RFP and the proposal of the selected bidder.

All proposals must, in the judgment of the Department, be responsive to all requirements in the RFP in order to be considered for contract award.

After the opening of proposals, the Department may ask any bidder for written clarification of their proposal. In the event this clarification is requested, submission of the clarification shall be required within three (3) business days of the Department's request or as otherwise stated by the Department and shall be considered to be part of the bidder's proposal.

The Department reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the Department. In the event that the Department waives minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder is awarded the contract. The Department also reserves the right to reject any or all proposals received, or withdraw this RFP, if it is deemed to be in the best interest of the Department.

8. Oral Presentations/Interviews

The Department reserves the right to require bidders to make oral presentations of their proposals and to interview the key personnel. It is in the Department's sole discretion to determine which bidders, if any, shall be invited to the Department to participate in an oral presentation and/or interviews. If the Department elects to conduct oral presentations and/or interviews, the tentative schedule for the oral presentations and/or interviews shall be during the week of November 13, 2006. The Department will provide a minimum of one (1) week advance notice of the presentation schedule. Only key personnel named in the bidder's proposal may attend the oral presentations and/or interviews.

The oral presentation may, at the Department's option, include a product demonstration of the VRCMIS. The purpose of the oral presentation is to provide the bidder with an opportunity to clarify its proposal. Original proposals may not be supplemented, changed, or corrected in any way. No comments about other bidder's proposals shall be permitted and bidders shall not be allowed to attend presentations by competitors.

It is anticipated that the presentation and/or interviews shall not exceed one day. However, if the Department requests a product demonstration of the VRCMIS, the presentation and/or interviews may extend to a second day.

Key Personnel interviews may be part of the oral presentation or as a separate activity.

Any and all costs associated with an oral presentation and/or interviews shall be entirely at the bidder's expense.

9. Notice of Proposal Disposition

The notice of disposition of each bidder's proposal shall be sent by facsimile transmission (fax), certified mail, or overnight mail to each bidder who submitted a proposal. Contract award is contingent on state and federal approval of the intended selection. If the selected bidder fails to execute a contract, the Department at its discretion may award the contract to the next highest ranked bidder.

10. Bidder Debriefing

Within thirty (30) days of the notice of proposal disposition, any bidder may make a written request to the Issuing Authority identified in RFP Part I Section C for a debriefing. The debriefing shall consist of a discussion of the evaluation of the bidder's proposal and **shall not** include a discussion of any other bidder's proposal. Debriefings shall not be scheduled until after the contract is signed and approval of the contract is received from all appropriate state and federal agencies.

11. Rights Reserved

Upon determination that its best interests would be served, the Department shall have the right to:

- a. Cancel the procurement at any time prior to contract execution.
- b. Amend this solicitation at any time prior to contract execution.
- c. Refuse to accept, or return accepted proposals that do not comply with solicitation requirements.
- d. Reject any proposal that is received after the deadline.

- e. Require bidders, at their expense, to submit written clarification of proposals in a manner or format that the Department may require.
- f. Require that all proposals submitted in response to this solicitation, upon receipt by the Department, become the property of the State of Connecticut.
- g. Invite bidders, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department further reserves the right to limit the number of bidders invited to make such a presentation. The oral presentation shall only be permitted for purpose of proposal clarification and not to allow changes to be made to the proposal.
- h. Allow no additions or changes to the original proposal after the due date specified herein, except as may be authorized by the Department.
- i. Dispose of all proposals and documents from bidders not selected to negotiate a contract with the Department.
- j. Award in part or reject any and all proposals in whole or in part; to waive technical defects, administrative deficiencies, irregularities and omissions, if in its judgment the best interests of the Department will be served.
- k. Reject the proposal of any Bidder in default of any prior contract or for misrepresentation of material presented.
- l. Reject any and all proposals, or portions thereof, received as a result of this procurement or to negotiate separately any service in any manner necessary to serve the best interest of the State.
- m. Contract for all or any portion of the scope of work contained within this RFP if it is determined that contracting for a portion of the work will best meet the needs of the State.
- n. Award this contract to the Bidder whose proposal is most advantageous in meeting the needs of the Department, cost and all factors considered.

F. PROCUREMENT GUIDELINES

The rules in the following subsections have been established to facilitate successful completion of this procurement.

1. Restrictions on Communications with State Personnel

From the date of release of this RFP until award resulting from this RFP, all communication between bidders and personnel employed by or contracted to the State of Connecticut regarding this procurement is restricted to the Issuing Authority, the contact point identified in RFP Part I Subsection C. During the same time period, no bidder shall approach personnel of the Connecticut Department of Social Services or personnel employed by an organization contracted to the Department concerning an offer of employment with the bidder. Violation of these conditions may be considered sufficient cause by the Department to reject a bidder's proposal irrespective of any other condition.

Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities or kickbacks of any kind were either offered to or received by any state personnel, as defined above, from the bidder or his representatives.

2. Communications

The Department shall use the “Social Services, Department of” link on the State Contracting Portal found at www.das.state.ct.us/Purchase/Portal/Portal_Home.asp to transmit information (for example: RFP addenda, and so forth) to prospective bidders. Prospective bidders **assume sole responsibility** for accessing the State Contracting Portal to retrieve any and all information pertaining to this RFP.

Prospective bidders **assume sole responsibility** for ensuring that the Department actually receives (on a timely and complete basis) written questions, proposals, requests for copies of the RFP, and other inquiries. This provision applies whether the material is transmitted by email, website, fax machine, the U.S. Postal Service, a commercial delivery service and/or delivered in person from the prospective bidder.

3. Agreement to Accept and Abide by this RFP and the RFP Process

By the act of submitting a proposal in response to this RFP, each bidder (including their parent organization and subcontractors, agents, and employees) agrees and consents, without reservation, substitution, or limitation, to each of the following:

- accept as lawful and binding and abide by the proposal submission requirements and rules and the procurement procedures, processes, and specifications identified in this RFP, including any RFP addenda and all appendices to this RFP;
- accept as lawful and binding and consent to the Department’s use of the evaluation methodology described in Part V of this RFP;
- accept as lawful and binding and consent to the Department's sole, unrestricted right to reject any or all proposals submitted in response to this RFP;
- accept the substantive, professional, legal, procedural, and technical propriety of the scope of work in the RFP; and
- if awarded a contract as the result of this RFP, accept the contractual language found in this RFP.

4. Cost of Preparing Proposals

All costs, incurred by the bidders, for proposal preparation and participation in this competitive procurement, shall be the sole responsibility of the bidders. The Department shall not reimburse any bidder for any such costs.

5. Disposition of Proposals

All material submitted by bidders becomes the irrevocable and sole property of the Department. The Department reserves the right to use all concepts, ideas, or configurations, presented in any proposal, whether or not the proposal is selected.

6. Open Records and Privacy Act

Due regard shall be given to the protection of proprietary information contained in all proposals received; however, bidders should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, and the Privacy Act and all rules, regulations and interpretations resulting there from. Bidders shall provide convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes to claim proprietary exemption. It shall not be sufficient for bidders to merely state generally that the proposal is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Any proposal that makes such a general and overarching claim will be subject to immediate disqualification. Price and cost alone do not meet exemption requirements. Those particular pages or sections that a bidder believes to be proprietary must be specifically identified as such. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. In any case, the narrative portion of the proposal may not be exempt from release. Between the bidder and the Department, the final administrative authority to release or exempt any or all material so identified rests with the Department.

7. Use of Subcontractors

Subcontractors may be used, but the prime contractor shall be responsible for the subcontractor's performance. The prime contractor shall be responsible for meeting all the terms of the contract resulting from this procurement.

PART II SCOPE OF WORK

A. SPECIFICATIONS/REQUIREMENTS OVERVIEW

1. CURRENT INTEGRATED CLIENT INFORMATION SYSTEM (ICIS) ENVIRONMENT

The DSS/BRS is using ICIS as its information management system. ICIS has been in existence since 1985. During these twenty-one years, ICIS has undergone numerous revisions and updating. Most of the updates were required to address policy and to meet regulatory system mandates, new forms, etc, some have been to address usability issues identified by field staff, and some have been made to provide access to the system for users who have physical or visual impairments. ICIS is operated on a WANG VS system. The WANG is housed in the DSS Central Office. Department staff performs routine maintenance. The WANG hardware is supported by a third-party, Getronics, of Tewksbury, MA.

The Integrated Client Information system (ICIS) was written in COBOL with NETRON CAP, a 4th generation tool, and was installed by the Department in 1985. The original software has been modified and enhanced numerous times to accommodate evolving Federal reporting requirements and State initiatives. The system is comprised of three modules: the Statistical (911) module, the DP/WP Interface module, and the Fiscal module. The Statistical module collects statistical information in compliance with Federal regulations. The DP/WP Interface module allows the user to generate letters, but has been rarely used since the procurement of PC's with Windows operating systems. The Fiscal Module tracks cost information for the State and/or Federal government and interfaces with the State's "CORE CT" system to generate payments to vendors.

The statistical module supports the case processing by tracking the consumer through application, eligibility, Individual Plan for Employment, and Post Employment/ Annual Review. The statistical information is recapped for the RSA 911 Report. The fiscal module tracks all services authorized and payments made. The software is owned and supported by I. Levy and Associates out of St. Louis, MO.

End users access ICIS through their respective DSS LAN via software maintained by Lightspeed systems Inc. in Bakersfield, CA. A Windows 3.1 server and two Windows NT servers accommodate these connections.

The vast majority of DSS/BRS staff currently utilizes Gateway PC's with an older Windows operating system.

While ICIS is an effective tool for DSS/BRS, it has reached a point of maturity that is neither cost effective nor technology viable to continue to support. The DOS-like interface is the source of many usability problems. Often, several screens must be gone through to complete one form, as the interface does not allow scrolling. Field placement is static, and screen-formatting controls do not always confine the cursor to the

boundaries of the data entry field. Users often have the experience of premature termination during data entry, and having to start from the beginning to complete it. Any change in screen format requires new scripts be written in JAWS to maintain accessibility. Functions assigned to the keyboard do not correspond to those commonly used in other computer applications. Often, related functions seem disconnected in ICIS, and some functions are difficult to find.

Applications designed for Windows accept and use standard interface protocols. That is, they use standardized menus, tool bars, and assign functions to the same keys. Most field staff use Windows based applications both at work and at home, and are familiar with the layout of these menus, tool bars, and keyboard functions. ICIS calls for learning a whole new set of user functions, controls, and commands. The learning curve is very steep, and the maintenance of productivity levels is more difficult than with applications that conform to the Windows user interface standards. The standardization of screen layouts and keyboard commands also makes Windows-based applications more compatible with text-to-speech applications.

DSS/BRS is soliciting proposals through this RFP to replace ICIS with a Vocational Rehabilitation Case Management Information System that meets or exceeds the requirements set forth within this RFP, and achieves ease of use to meet the needs of staff in the department

2. INTEGRATED SYSTEM APPROACH

The necessity to replace the existing ICIS system is based on its having reached a level of maturity that cannot keep pace with technological capabilities required in today's marketplace. This is the same circumstance for the system's supporting hardware platforms and workstations. Included as part of the request for proposal, is a hardware requirement for Servers and Workstations. The configurations supplied are minimum "Preferred" standards as specified by the State, and not subject to substitution with "Equivalent", unless so stated.

The Department of Social Services, Bureau of Rehabilitation Services (DSS/BRS) is soliciting proposals for the procurement of a commercial web-based Vocational Rehabilitation Case Management Information system that must be in compliance with, 34 Code of Federal Regulations (CFR), PARTS 361-399. The Rehabilitation Act of 1973, as amended, Title IV of the Workforce Investment Act of 1998 to replace the existing Integrated Client Information system.

The system must be customized to meet the DSS/BRS unique requirements, and be capable of supporting all of the areas of DSS/BRS, which may not be provided for today in the existing system. The system must also be capable of expansion to support other areas, both within DSS/BRS or other agencies that utilize / share common data.

The system will operate on the DSS/BRS wide area network (WAN) and will replace the existing system that has limited usability as the technology advances. The existing ICIS

system will run in parallel with the new VRCMIS system for a designated period of “Live” acceptance test, prior to final “sign-off by DSS/BRS. (Live Acceptance test period will be negotiated as a period of no less than 3 months and no more than 6 months).

B. *REQUIREMENTS OF THE WEB-BASED VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM*

The system that will be procured through this RFP **must** have the following functionality or its equivalent. A successful bidder must be able to demonstrate their systems capability to honor the principle that a field of information need only be entered once and that this information will permeate throughout the systems data fields and populate appropriate fields. The system should demonstrate its capability as being “intuitive” in terms of its ability to assist users in following the Rehabilitation process and expandable to meet the unique requirements of the DSS/BRS.

The groups represented within DSS/BRS with an ownership interest in the functionality for this replacement system include,

- a. Caseload Management
- b. Case Processing
- c. Fiscal Operations
- d. Reporting and Database
- e. Connect to Work including:
 - 1. Social Security / Ticket to Work Reimbursement
 - 2. Independent Living
 - 3. Adaptive Technology
 - 4. Case Conferencing
- f. Vehicle / Home Modifications
- g. Employment Opportunities Program

Each group has specific needs as depicted below, however many elements are shared by the cross-functional environment and are to be considered required by all. The web-based Vocational Rehabilitation Case Management system **must meet or exceed** the stated functional requirements of each of the following groupings:

- a. Business Process
- b. Security
- c. Reporting

In addition, some optional features are articulated throughout this RFP which are considered “Desirable” by DSS/BRS

○ **Business Process Requirements:**

The system that will be procured through this RFP **must** meet the following Business Process Requirements. The web-based Vocational Rehabilitation Case Management system **must**:

- a. Display all cases assigned to one caseload group.
- b. Sort cases by Client Name, SSN, Case Status, Application Date, Activity Due and Activity Due Date.
- c. Locate a particular case by searching for a Client's Last Name, First Name and/or SSN.
- d. Display all cases for an individual (past and present) stored in the system.
- e. Display all cases for which a user has access.
- f. Display "Activity Due" reminders including: Eligibility Due, Trial Work Experience Plan Expire, Plan Due, Plan Expire, Closure, Annual Service Review.
- g. Allow each user to set "custom" activity reminders.
- h. Prompt for and record, annual follow-up of cases closed (per Federal law).
- i. Store all Federal required data elements and documentation for a case.
- j. Link a Client's case with any prior cases they've had.
- k. Prohibit users from entering two participants into the system with the same SSN.
- l. Prohibit users to create more than one open case of a particular case type for a participant.
- m. Provide for the capture and update capabilities of employer information into the database.
- n. Record logic, rationale and date of eligibility determination.
- o. Record Trial Work Experiences Plans and Eligibility Determination Extensions prior to Eligibility Determination.
- p. Develop and store Individualized Plan for Employment Plans (IPE's);
 - i. Link required to screens allowing generation of fiscal authorizations and status changes
- q. Optionally record when a participant is "job ready".
- r. Document employment occurrences including employment start date, Federal employment type, employer, job function and reason for leaving (if no longer employed).
 - i. Allow a counselor to record two employment records for a participant without losing the original employment start date required for Federal compliance.
- s. Record information related to case closure including collecting Federal closure data elements and rationale of closure.
- t. Guide user to correct closure outcome (Rehabilitated or Other than Rehabilitated) based on case status and duration of employment.
- u. Allow a user to reopen a closed case for Post Employment Services (PES) by building a Post Employment Services Plan.
- v. Provide for recording changes in employment and benefits.

- w. Allow for entry of multiple case notes in the system.
- x. Allow budgeting of case service funds at any level of the organization (referred to as "reporting structure").
- y. Prompt for Ticket to Work assignment upon development of IPE;
 - i. Link required to necessary forms.
- z. Prompt and allow for generation of referral to benefit counselors at times in case progression.
- aa. Provide for authorizing three different types of services: Vendor, Direct and Recurring. (Agency specifies which services are available setting system parameters.)
- bb. Allow vendor authorizations to authorize one or more services to a Vendor.
- cc. Direct authorizations to allocate one or more services to a Participant.
- dd. Allow recurring authorizations to authorize recurring expenses to a participant such as maintenance or transportation.
- ee. Allow an authorization to contain more than one item.
- ff. Allow the Department to customize authorization and payment rules through system parameters.
- gg. Provide structured Ad Hoc inquiries regarding authorizations.
- hh. Allow for manually or electronically entering vendor information into the database.
- ii. Allow for entry of canceled (voided) authorizations to maintain accurate case expenditures and budgets.
- jj. Allows authorized users to search for authorizations by date and authorization number.
- kk. Allow for partial payment of an authorization.
- ll. Allow for partial payment to be marked as final payment with all balance due subsequently cancelled.
- mm. Allow for assignment of case services dollars to be allotted to prescribed fund codes and date parameters to be drawn down as invoices for services are authorized.
- nn. Where applicable, and permitted provide a seamless interface with other State systems both as input to VRCMIS, and output to another system, with an appropriate audit trail.

○ **Security Requirements Of The Web-Based Vocational Rehabilitation Case Management System**

The system that will be procured through this RFP **must** meet the following Security Requirements. The web-based Vocational Rehabilitation Case Management system must:

- a. Permit system access through "Active Directory" and require the use of an individual's "Login ID" and "Password".
- b. Allow the agency to define the minimum number of required characters in a password, how often a user must change their password, the number of

- times a password can be reused and the number of times a user can attempt to login before the system locks them out.
- c. Maintain confidentiality, integrity and availability of data or systems security as defined by HIPAA.¹
- d. Only allow authorized staff members to setup Guest Access to a particular case. A guest has access for a limited amount of time and for a specific level of security
- e. The system shall incorporate a Role Based Access Control Mechanism that supports administration of user access based on job function profile.
- f. Provide full security audit capabilities that support logging of access to the system, application, database, and client specific data records. The system should log events to the Widows server event logs, and/or to an easily accessible flat file.

○ **Reporting Requirements Of The Web-Based Vocational Rehabilitation Case Management system**

The system that will be procured through this RFP **must** have the following reporting functionality or its equivalent. The web-based Vocational Rehabilitation Case Management system **must** have the ability to:

- a. Generate all VR required Federal reports, including:
 - i. Quarterly VR 113 - Cumulative Caseload Report
 - ii. Annual VR 911 - Case Service Report
 - iii. Annual VR 2 - VR Program/Cost Report
- b. Generate essential management reports including Performance Statistics and Budget vs. Expenditure reports.
- c. Print Caseload Reports by specified categories including, but not limited to Status and Name.
- d. Print Activity Due reminders including: Eligibility Due, Trial Work Experience Plan Expire, Plan Due, Plan Expire, Closure, Annual Service Review.
- e. Generate Federal reports directly from the data collected by staff, including those required beginning in FFY 2007 (refer to <http://www.ed.gov/about/offices/list/osers/rsa/about.html>)
- f. Where applicable and approved, permit the transmission of Federal reporting directly to the Federal website. (e.g. RSA113)
- g. Generate “Overdue Commitment” or “Overdue Bill” reminders based on Departmental acceptability parameters with link to generate “Reminder Letter”.
- h. Produce ad hoc reports on any statistical data elements contained in the “RSA-911” including those required beginning FFY 2007 (refer to “PD 06-01” at <http://www.ed.gov/policy/speced/guid/rsa/pd-2006.html>)

¹ See definitions in section 10

- i. Generate monthly and annual report on program performance related to National Standards and Indicators directly from the data collected by staff, including any required beginning in FFY 2007. (Refer to <http://www.ed.gov/rschstat/eval/rehab/standards.html>)
 - j. Allow for the generation and export of statistical and/or graphical representative data for use in utility applications such as MS Excel, Access, PowerPoint, etc.
 - k. Provide a "shell" program for staff to create a catalog of reports to print.
 - l. Allow agency development staff to create and catalog reports for statewide distribution.
 - m. Provide Ad Hoc report generation capabilities for special request or other one-time reporting requirements.
- **Desirable Optional Features Of The Web-Based Vocational Rehabilitation Case Management system**

DSS/BRS has identified the following optional features or their equivalent that if available, would add value to the offering. If available, the bidder must state that web-based Vocational Rehabilitation Case Management system includes the option to:

- a. For Business Process:
 - i. Provide a module for inquiry into a statewide electronic phone book.
 - ii. Work closely with screen readers and other accessibility software and devices.
 - iii. Include tools for updating system parameters and lookup tables.
 - iv. Provide a "generic" case type that allows an agency to setup a new case type through the use of parameters and therefore without custom programming.
- b. For Security:
 - i. Provide periodic metrics of:
 - a. User access
 - b. Security violations
 - c. Full audit capabilities

C. *PLATFORMS FOR THE WEB-BASED VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM*

The system selected through this RFP **must** comply with the types of platforms, or their equivalents identified in sub-groups a, b, and c below. In addition the architecture must comply with State of Connecticut's triple tier format design for presentation, application, and database platforms. (Refer to the website for the State of Connecticut Department of Information Technology – <http://www.ct.gov/doiit>). The web-based Vocational Rehabilitation Case Management system may include, within the specified platforms, the option to:

- Browser
 - ❑ Display data pages
 - ❑ Perform validation
 - ❑ Package information
- Application Server
 - ❑ Dynamically create HTML-based data pages
 - ❑ Implements business rules
- Database Server:
 - ❑ House and organize data
 - ❑ Retrieve, insert, update and delete data

1. Software to Operate the Platforms for the Web-based Vocational Rehabilitation Case Management system

The selected system **must** comply with the following software:

- a Browser must comply with the following:
 - i. Internet Explorer 6.X (or greater)
 - ii. Windows XP SP2 (or greater)
 - iii. Jaws for Windows and/or Window Eyes
- b The Database Server must comply with:
 - i. SQL Server 2005 (or greater)

D. *DEVELOPMENT TOOLS FOR THE WEB-BASED VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM*

The Development Integrated Development Environment must comply with the following:

- i. Visual Studio
- ii. Visual Studio.Net

E. *CONNECTIVITY*

Connectivity between platforms must provide for the following:

1. Browser
 - HTTP and SSL Protocol
 - Requests
 - Pages ready for display
2. Application Server
 - OLEDB on Named Pipes
 - Uses SQL as language to describe requests
 - Returns data in record or table format

F. *SERVERS AND WORKSTATIONS SPECIFICATIONS*

Configurations provided are the preferred specifications and are indicative of standard minimum basic requirements specified by the State's Department of Information Technology². Configurations are to conform to triple tier architecture design for presentation, application, and database. Architecture must also conform to change management protocol for a staging/testing environment totally segregated from a production environment.

A.6.3

1. Servers Configuration:
 - a. Web Server: DELL Power Edge 2650 Series (Preferred), or HP equivalent
 - i. Pentium 4 Xeon 2.8 GHz Processor
 - ii. 512 mb L2 cache
 - iii. 2 gb memory
 - iv. 36 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
 - b. Application / Database Server (**active**): DELL Power Edge 2650 Series (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors
 - ii. 512 mb L2 cache
 - iii. 4 gb memory
 - iv. 72 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
 - c. Application / Database Server (**reporting and warm backup**): DELL Power Edge 2650 Series (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors

² Prospective bidders are expected to provide server configuration sizing estimates based on their respective software offering and DSS/BRS client / database capacities.

- ii. 512 mb L2 cache
- iii. 4 gb memory
- iv. 72 gb “raid 5” disk sub system
- v. Dual power supply and cooling fans

1. Desktop Configuration Quantity (150)

a DELL GX520 (Preferred) or equivalent

- i. CASE:
 - 1. Small Form Factor Model
 - 2. For vertical or horizontal orientation
- ii. PROCESSOR:
 - 1. Intel® Pentium® 4 Processor 521 (2.8GHz) with
 - 2. Hyper-Threading; 800 MHz FSB; Intel 915 chip set
- iii. DIMM SOCKETS:
 - 1. Two (2) sockets
- iv. MEMORY:
 - 1. 1 GB; (2) 512MB DIMM's PC3200, 533MHz modules
 - 2. DDR2, one in each bank for dual channel operation
- v. CONTROLLER CARD:
 - 1. Integrated SATA II Controller
- vi. HARD DRIVE:
 - 1. 80GB, Serial ATA 7200 RPM; SMART II or SMART III drive
 - 2. Formatting of hard drive; configured as (1) partition
- vii. MONITOR:
 - 1. 17" LCD, Supports 1280x1024 @ 72Hz; analog/digital display; Compliance: Energy Star, MPR-II, VESA DPMS, .264MM horizontal pitch
- viii. OPTICAL DRIVE:
 - 1. 24x DVD-ROM/24x CD-ROM; DVD to read both +/- formats
- ix. FLOPPY DRIVE:
 - 1. 3.5" 1.44MB diskette drive
- x. DRIVE BAYS:
 - 1. Internal;

2. 3.5 front/external;
3. 5.25 front/external
- xi. EXPANSION SLOTS:
 1. Low Profile PCI slot
- xii. USB 2.0 PORTS:
 1. (8) USB ports; (2) front and (4) back
- xiii. EXTERNAL PORTS:
 1. Min. (1) Serial; (1) Parallel;(1) RJ-45 LAN; (1) VGA;
 2. Audio In/Out (1) Microphone
- xiv. NETWORK ADAPTER:
 1. Integrated 10/100/1000 Base T Ethernet, Broadcom,
- xv. KEYBOARD:
 1. 104+ keyboard (USB or PS2)
- xvi. VIDEO:
 1. Integrated Intel® Graphics Media Accelerator 900 with 128MB Shared Memory
- xvii. SOUND SYSTEM:
 1. Integrated AC '97 audio with internal speaker, Sound Blaster compatible
- xviii. SOFTWARE:
 1. Microsoft WIN XP Professional; SP2; all drivers for included/installed hardware; restore CD; NTFS
- xix. DESKTOP MANAGEMENT:
 1. Standards Compliance: WfM 2.0; DMI 2.0;
 2. Wake on LAN; OEM supplied management agent and drivers to support above standards
- xx. MOUSE:
 1. Optical 2-button USB mouse with scroll wheel with mouse pad
- xxi. MANUFACTURER'S LIMITED WARRANTY:
 1. Four (4) years parts & labor with four (4) years next business day response onsite; authorized service is the responsibility of the OEM

a. Laptop (Mobile) Configuration Quantity (18)

a DELL Latitude D810 (Preferred) or equivalent

- i. Intel Second generation Centrino Technology Pentium M 1.86 GHz with Intel Pentium;
- ii. M760, 15.4 inch WSXGA diagonal; minimum of 1680 x 1050 resolution; nominal 16:9;
- iii. 14.2 inches: 6.8lbs weight with A/C Adapter, battery, and optical drive;
- iv. 1 GB; (2) 512MB RAM 400 MHz (may be DDR or DDR2), one in each bank for dual channel operation;
- v. 60 GB hard drive, with 7200 RPM, NTFS formatting of hard drive; configured as (1) partition;
- vi. 8x DVD ROM drive installed in bay that allows “swapping” for other drives;
- vii. Audio – Line In/Out (1/8” Mini); V.90 or V.92 modem (built-in) – with RJ-11 Modular (Phone/Telco) Port; Video Port – 15 pin High Density D-shell (VGA) Type II Card/Bus (32 bit)/Type II PC Card (16 bit);
- viii. (4) USB ports, Universal Serial Bus 2.0;
- ix. Integrated 10/100/1000 Base T Ethernet with RJ-45 Twisted Pair Port;
- x. Keyboard with normal spacing separate cursor controls; Dual pointing device i.e. “Touchpad” plus embedded in keyboard (e.g. Touch Stick, Track Stick, EZ Point UltraNav, etc.);
- xi. 64 MB of dedicated memory integrated graphics. VGA out must support minimum 1680 x 1050 as appropriate ATI Radeon with 1680 x 1050 resolution;
- xii. Integrated stereo sound capability with built in speakers;
- xiii. 9 cell 80 hour- watt battery capacity;
- xiv. Microsoft Windows XP Professional; SP2 with CD media;
- xv. All drivers and utilities for included/installed hardware;
- xvi. system restore CD-ROM;
- xvii. Wake on LAN (**turned on as default**);
- xviii. OEM supplied management agent and drivers;
- xix. IEEE 802.11g WiFi (b/g or a/b/g acceptable); WiFi certified for WPA2 including AES, and 802.1x authentication types EAP-TLS, EAP- TTLS, PEAP-GTC, PEAP-MSCHAPv2, LEAP, EAP-FAST;
- xx. TPM – integrated chip(s) or module; with appropriate utility software system BIOS must support: Hard disk drive password, Power-on password, Supervisor password; blocking of Bluetooth, wireless, USB port. Kensington® compatible security slot or loop;
- xxi. Three (3) Years of parts and labor with three (3) year of next business day response; **On-Site**; Authorized service is the responsibility of the OEM;

- xxii. Additional one (1) year extended service for parts & labor with one (1) year extended next business day response **On-site**; Authorized service is the responsibility of the OEM;
- xxiii. User guides and operating manuals on CD-ROM for base system and all included/installed hardware;
- xxiv. Additional (spare) battery (to match one normally supplied, or larger capacity);
- xxv. Floppy disk drive USB 2.0 external;
- xxvi. Fingerprint reader (can be integrated, USB key or SmartCard); and
- xxvii. USB or PS/2 mouse, 2 button with scroll wheel Dell Optical

1. Laptop Add-on Components

- a **PORT REPLICATOR:**
 - i. Connects to notebook via docking port; replicates standard ports, e.g., video, USB, VGA, RJ-11, RJ-45, etc.
- b DVD± RW Drive; 24,24,10,8,4,4 (R, W, RW, DR, DW, RW)
 - ii. (Replacement for DVD-ROM drive)
- c D-Monitor Stand
- d Light Weight Nylon Carrying Case (top loading style)

G. *PROPOSED VRCMIS SYSTEM FUNCTIONALITY*

The objective of this section is to provide the Vendor with sufficient technical information to deliver cost data and the capability to establish a schedule for the acquisition, installation, customization, training, and technical consulting, to successfully implement the new Vocational Rehabilitation Case Management Information system. In addition, the Vendor shall develop and provide a detailed implementation and conversion schedule, data migration strategy, training, and any other activities required to assist DSS/BRS in the smooth transition from its current system into the new Vocational Rehabilitation Case Management Information system.

Some of the points presented are repetitive from other sections of the RFP, however they are repeated in this section to provide clarity to the prospective responder.

The system selected through this RFP **must**:

- Be a commercial web-based Vocational Rehabilitation Case Management Information system that can be customized and meet the DSS/BRS unique requirements for the client services program, including the customizations that provide the capabilities to support DSS/BRS programs;
- Satisfy mandatory Federal-reporting requirements as specified by the Rehabilitation Services Administration (RSA), including those required through Federal Fiscal Year 2007;

- Allow for full operation of the DSS/BRS adopted policy of requiring client participation in the cost of specified services;
- Allow for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement;
- Be full Section 508 compliant;
- Be capable of managing the DSS/BRS Order of Selection process (services are always *provided under an Order of Selection*), which include assignment of clients to established priority groups, system edits related to restricting movement of clients beyond eligibility status when in a closed priority group, and notification of clients concerning priority group assignment and resulting service restrictions. Individual Priority Groups can be opened or closed as budgetary constraints require;
- Facilitate case load management for rehabilitation professionals throughout the various DSS/BRS Office locations;
- Be totally accessible with JAWS, Zoom Text, Dragon Dictate Naturally Speaking;
- Produce management reports both on case load and financial information at all levels of DSS/BRS in an easy to use interface;
- Be customizable to meet the needs of DSS/BRS by addressing the process, forms, reporting requirements, training and technical support of the Federal Rehabilitation Programs;
- Provide an accounting sub- system/interface for the tracking of encumbrances and expenditures for client services that is compatible with Core-CT (PeopleSoft);
- Provide browser client security and at a minimum utilize Secure Sockets Layer ("SSL") with 128 bit encryption or higher. User level IDs and passwords must be implemented. User selected passwords must be a minimum of eight characters;
- Allow access to DSS/BRS Offices located Statewide, as well as remote access to field operatives traveling throughout the State;
- Be customizable to follow DSS/BRS' business rules;
- Have a client interface that is compatible with Microsoft Windows XP Professional and Microsoft Internet Explorer;
- Ensure the selection of the level of reporting will be at the control of the request originator and based on security clearance to this information;
- Provide at least the same application level functionality that ICIS does currently;
- Provide a detailed description of all recommended server hardware specifications. Details should include minimum requirements and requirements for optimal performance;
- Have the ability to make calls to the API commands of external or third party applications. For example the vendor must have the ability to customize the user interface allowing a button to be programmed with the functionality to make calls to an imaging application for displaying specific index and image information;

- Operate with a SQL relational database with expandability to Data Warehouse Technology; and
- Be intuitive to provide ease of use.

1. SYSTEM-WIDE REQUIREMENTS

This area provides a general description of the overall system's desired "look and feel" navigation, technical environment, and security. In addition, this category lists various system maintenance requirements.

A. Accessibility:

1. Non-visual Access

The system must have interface capabilities to devices and enhancements to assist persons with visual impairments and comply with Section 508, The Rehabilitation Act of 1973, as amended. It shall accommodate screen reader software. Through the submission of a proposal the Vendor warrants that the information technology offered under this proposal:

- Will provide ***equivalent access*** for effective use by both visual and non-visual means
- Will present information, including prompts used for interactive communication, in formats intended for both visual and non-visual use
- If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not visually impaired
- Is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.

The phrase "***equivalent access***" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output. DSS/BRS uses JAWS as the standard screen reader interface.

The Vendor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology.

B. User Interface

The system must provide a graphical user interface for the entry of data into the system. The system must be designed to follow normal Client-flow practices and offer standard reports. Clients that vary from agreed upon standards should be

flagged. The names of the forms shall be customizable to meet DSS/BRS naming conventions.

C. Navigation And Design:

1. *Mouse/Keyboard Driven*

The capability to operate the software utilizing a mouse and keyboard is mandatory for all functions.

2. *Modular and Table Driven*

The system must be modular and table driven. All tables within the system must have developed screens to allow the update of all tables and shall be accessible to either DSS/BRS IT programming staff or DSS/BRS administrative staff for maintenance and updates based on appropriate security authorization.

3. *Inquiry-only Capability*

The system must be capable of allowing read only access for certain staff members to be identified by DSS/BRS. The system must be capable of assigning various levels of read/write capability at the screen level and field level to managers, support staff and other specialists, to be determined by DSS/BRS.

4. *Messages*

The software shall provide feedback to the user in the form of error messages and messages indicating successful completion of functions. These messages may be in the form of pop-up windows or may appear in a status bar on each data entry form.

5. *Statements of Policy*

In any instance where the software denies an activity, a screen shall display a message that clearly explains why the action has been denied.

D. System Attributes:

1. *Database and Data Attributes*

DSS/BRS conforms to the requirements for data as defined in the Code of Federal Regulations and The Rehabilitation Act of 1973, as amended, and the system database must comply and support these requirements. The

system must also provide the capability to add DSS/BRS specific information.

2. *Real-time Updates*

The system must provide for real-time (immediate) updating of data files.

E. Security

The system must be in compliance with The Rehabilitation Act of 1973, as amended, as it pertains to confidentiality of client information. Additionally, the system design must support the State of Connecticut's need to maintain compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

F. Report Access

Based on the software profile configuration section of the program, access to reports may also be restricted. The following criteria are the initial desire of DSS/BRS:

1. IT Staff providing maintenance support shall have full system access.
2. Assignments to the Vocational Rehabilitation Case Management Information system's features shall be determined and assigned on a per user basis by DSS/BRS management.

G. Tickler system

The system must have a tickler system, which shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to:

- Clients in employment status eligible to be closed.
- Action alert list on Client Services Status Codes.
- Closed Client review.
- Client note entries.
- Expired Client Service purchase authorizations
- Outstanding "Individual Plans for Employment" (IPE) requiring an action.

Of particular note, DSS/BRS management may demand a tickler report on counselor activity due at any time and could direct it into the counselor's in-basket, and/or print out any or all of the items as a "To-do" list.

H. Printing

Printing of any form, letter or report shall be as simple as selecting the print icon.

I. Searching

Ad Hoc Query by example shall be able to be used to search for all records in the system that contains any combination of values in fields on the current form the user is accessing. The system shall provide a method for users to save searches.

J. System Maintenance:

1. System Maintenance Components

The system should allow for maintenance functionality as either an embedded process within the system or by providing access to the system through the support functions contained within the database. The system must provide the ability to perform, at a minimum, the following functions:

- Copy database records
- Copy client record files
- Merge database records
- Purge records
- Re-index
- Index integrity checking utility
- Archive old data
- Restore data from backup
- Rebuild

K. Ongoing Software Upgrades

The system must provide the ability to maintain compliance with Federal regulations on an ongoing basis. Based upon the maintenance agreement selected under this document these updates shall be performed by the vendor's personnel or DSS/BRS IT staff.

L. Transaction Processing Requirements

The system must provide error trapping to allow for the diagnosis and resolution of system and application errors. The system shall record transaction data from User Terminals and log information contained within those transactions to a system database table. This data shall be captured down to a single keystroke or mouse click. This will be used to identify how and when a problem transaction occurred. The system shall format and send the appropriate document(s), screen(s) or report(s) to the printer.

M. Management Operation Application

The system must provide a management operation application for DSS/BRS client services management to:

1. Review client histories
2. Authorize expenditures at a client level
3. Maintain accessible history on all clients for a period to be determined by DSS/BRS after closure
4. Create reports

N. Client Management Process Requirements

An explanation of the needs within each program area that includes status designations, client log documentation, mailings and actions for counselors and staff to complete. The system must provide support for and performance of all General Vocational Rehabilitation Client Management programs, as defined in the Rehabilitation Act of 1973, as amended. Program areas include: Vocational Rehabilitation Field Services, Independent Living, Rehabilitation Teaching, etc. In addition, this category includes general capabilities for all program areas.

O. Application Tracking

The system must include clients' application data as part of the client record.

P. Eligibility Determination and Individualized Plan for Employment Development

The system must provide the user the capability to gather, synthesize and analyze necessary data for eligibility determination, vocational goal selection and delivery of services to clients.

Q. Client Management Capabilities

The system must provide client management information to field and State office staff in the form of standing reports, and Ad Hoc queries.

R. Utilization of Social Security Number (SSN)

The system must capture the client's SSN for tracking and monitoring of transactions and client record for informational purposes. The system may allow the use of a unique alphanumeric case identifier number other than SSN

S. Capturing Client Notes

The system must be capable of capturing and storing client narrative notes within the electronic client record. These notes must be Microsoft Word compatible.

T. Client Service Time Limits

The system must allow time limits for a client's case to be in a specific status. The time limits shall be able to be changed by DSS/BRS administrative staff.

U. Status Changes

The software must track status-flow changes and should prevent status code changes and other client activity when prerequisites have not been met.

V. Status Code Changes

All edits, as defined by Federal regulations, must be implemented within the system. These edits shall function as a client is in process as well as at client closure. The status change screen must require a status change date. The system shall edit all dates input into the system. Date format shall conform to Federal regulations.

W. Client History Tracking

The software must provide the capability to track client closure and reopening by assigning a unique alphanumeric client number for each client. The software shall record the user ID and date/time stamp of any record modifications made a user.

X. Accessibility of Historical Data

Closed records must be accessible by management staff and IT staff for statistical use. The system must maintain, as accessible data, all open clients plus a minimum defined by DSS/BRS for history of closed Clients.

Y. Prevention of Duplicates

The system must be capable of checking for and preventing duplicates on any key field such as:

- SSN in combination with the application date
- Client Number
- If duplicates are found, the system shall reject the activity connected to the duplicate number and provide the user with an error message.

Z. System Controls

The system must allow DSS/BRS staff the capability of preventing and setting limits for backdating of items such as status change, eligibility, application, IPE, or closure information.

AA. Selected Viewing

The system must allow viewing of selected items without viewing entire client record for areas such as client narrative, status history and fiscal history.

BB. Help Screens

The system must have Help screens/dropdown menus available to list and describe valid codes when codes are required on a data entry form.

CC. Text Entry for Notes and Memos

The system must allow notes and memos to be accessible through the system. Users should be able to cut/paste between processes, thus allowing access to spell checking and formatting, when needed.

DD. Automated Forms

The system must handle the production of approximately 50 automated forms, many of which are developed and shared with individuals receiving services. Certain forms shall be produced in a web based and secure environment. Examples are the Application for Rehabilitation Services, Certificate of Eligibility, Request for Information, and Individualized Plan for Employment (IPE).

- **Individualized Plan for Employment:** Individualized Plan for Employment (IPE) form shall comply with Federal standards regarding goals, services, vendor, and evaluation method and criteria.
- **Customized Letters:** Counselors will have the ability to produce and save customizable letters.

(See Forms and Exhibits in Appendix 10)

EE. Authorization for Services

Issuance of Authorizations' must be done by the system. The system must be able to track individual counselor expenditures and expenditures by client from the inception of the client's case.

2. FINANCIAL REQUIREMENTS

A list of the work processes required by field and fiscal staff to maintain budgets revenue sources, and vendors. In addition, this category describes the elements of an automated interface to the State's accounting system – "CORE – CT" (PeopleSoft).

A. Financial Interface

An interface from the system to DSS/BRS financial system will need to be developed and tested.

B. Accounting Capabilities

Examples of accounting capabilities for the system include:

- The ability to provide Ad Hoc reports on vendor payment history, which includes claimant name and SSN, authorization number, date of service, date of payment, payment amount, and payment number.
- The ability to track allotments at a counselor and region level.
- The ability to post multiple payments to one service.

C. Expenditure Tracking

The software must track all client services expenditures and encumbrances by client, counselor, region, program, vendor, service category, contract fiscal year, and fund code.

D. Budget Allocation

The system must allow authorized DSS/BRS staff to allocate client service budgets to the appropriate level based on the program area. Orders generated to vendors must reference a database of authorized vendors.

E. Authorizations

Issuance of Authorizations shall be done by the system. Editing of authorization amounts based on budget allocation, vendor, payment address, and payment approval shall be performed by a counselor, assistant or regional manager. In the creation of Authorizations, the system shall validate the client and vendor, and track encumbrances against the appropriate budget and contract. Also the system shall verify that the purchase is in keeping with the IPE.

F. Migration of Existing Data

The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing data from the current DSS/BRS ICIS system to the new Vendor system.

G. Fiscal Year Support

The system must allow for the authorization, tracking and reporting by month, quarter, Federal fiscal year and State fiscal year for both financial and statistical data.

3. *REPORTING REQUIREMENTS*

Descriptions of the Federal and agency reports needed are identified - *See Forms and Exhibits in Appendix 10*

A. Reporting Capabilities

The system must provide a set of predefined reports to include but not be limited to the following:

- Client reports
- Fiscal (encumbrance and expenditure) reports
- Statistical reports for field and administrative staff
- Tickler reporting
- Ad Hoc reports as requested through system queries
- Staff shall have the capability to run their own reports, and print the reports locally
- Third party add-on report generation tools, such as SQL Reports shall be considered acceptable

B. Federal Reporting Capabilities

The system shall provide the capability to generate Federal reports to include but not be limited to the following Federal Forms:

- RSA-911 Client Service Report Annual
- RSA-2 Annual Vocational Rehabilitation Program/Cost Report Annual
- RSA-113 Collection of the Quarterly Cumulative Client load Report Quarterly

(See Exhibits in Appendix 10)

C. Query and Ad Hoc Reporting Capability

The software shall contain Ad Hoc query and reporting capabilities/tools. The system shall be designed to allow DSS/BRS staff to have real-time access to all data so as to be able to create Ad Hoc queries and reports by Client, counselor, field office, region or agency-wide from all system documents. Queries must be able to be initiated by a system user with a simple query interface. Query-by-example ("QBE") is a desirable feature; the requirement for a user to write native SQL (Structured Query Language) or other code Statements is not desirable. Query results must be able to be viewed, printed or saved in MS-DOS Delimited, MS Word or MS Excel file formats. The ability to create and save query templates or another "save and re-use" feature must be provided. Security procedures shall ensure proper reporting level.

D. Query and Ad Hoc Reports

The system shall be developed so that DSS/BRS personnel can run reports to support management information needs. The proposed system must contain an

intuitive, menu driven report writer which can address any data field as a selection key, sort key or query indicator. Ad hoc queries must also be capable of extractions in formats compatible for import into utility proposed systems such as Microsoft's Office Suite family of programs. The system shall also allow these reports to be generated automatically, with preset criteria. The report generator functionality must include a scheduling or production process for routine reporting.

4. OTHER FUNCTIONALITY

Additional functionality and/or features that are considered necessary for the system:

A. E-Mail

E-mail functionality should be tightly integrated between the system and the DSS/BRS e-mail system. The DSS/BRS e-mail system software platform is Microsoft Exchange. This link shall allow users to click and send client notes, messages, generated ticklers and general communications from within the system.

B. Automated Help

“Wizards” to guide user through complicated tasks and processes.

PART III PROJECT MANAGEMENT PROCESS

A. PROJECT PHASES AND REQUIREMENTS

PROJECT PROPOSAL PHASE

The DSS/BRS is using ICIS as its information management system. ICIS has been in existence since 1985. During these twenty-one years, ICIS has undergone numerous revisions and updating. Most of the updates were required to address policy and to meet regulatory system mandates, new forms, etc, some have been to address usability issues identified by field staff, and some have been made to provide access to the system for users who have physical or visual impairments.

While ICIS is an effective tool for DSS/BRS, it has reached a point of maturity that is neither cost effective nor technology viable to continue to support. The DOS-like interface is the source of many usability problems. Often, several screens must be gone through to complete one form, as the interface does not allow scrolling. Field placement is static, and screen-formatting controls do not always confine the cursor to the boundaries of the data entry field. Users often have the experience of premature termination during data entry, and having to start from the beginning to complete it. Any change in screen format requires new scripts be written in JAWS to maintain accessibility. Functions assigned to the keyboard do not correspond to those commonly used in other computer applications. Often, related functions seem disconnected in ICIS, and some functions are difficult to find.

Applications designed for Windows accept and use standard interface protocols. That is, they use standardized menus, tool bars, and assign functions to the same keys. Most field staff use Windows based applications both at work and at home, and are familiar with the layout of these menus, tool bars, and keyboard functions. ICIS calls for learning a whole new set of user functions, controls, and commands. The learning curve is very steep, and the maintenance of productivity levels is more difficult than with applications that conform to the Windows user interface standards. The standardization of screen layouts and keyboard commands also makes Windows-based applications more compatible with text-to-speech applications.

DSS/BRS is soliciting proposals through this RFP to replace ICIS with a Vocational Rehabilitation Case Management Information System that meets or exceeds the requirements set forth within this RFP, and achieves ease of use to meet the needs of staff in the department.

To be considered, a responsive proposal must include a structured, phased approach to deliver the proposed product. In the resultant contract the successful Vendor shall be required to:

- Conduct a needs assessment to produce functional requirements including the initial project plan, and detailed business and technology requirements;
- Produce a product conceptual plan and design including:
 - A process model
 - The data architecture (migration plan, back-up and recovery plan)
 - The application architecture (software type and version, screens, reports, data formats, and forms)
 - The technical architecture (platform, operating system, capacity plan, standards)
 - A testing plan
 - Security plan (include physical and data security)
 - Disaster recovery plan
 - Data migration plan
 - Training plan
 - Implementation schedule
- Produce final design of the product
- Develop / customize the functional product application including:
 - Produce the database design
 - Build/modify the database
 - Test Data creation by conversion, obfuscation, and/or cleansing routines
 - Build/modify database testing routines
 - Perform database unit testing
 - Produce a data migration design
 - Build/install any migration components
 - Build testing routines
 - Perform unit testing
 - Design the software configuration
 - Install and configure software components
 - Unit test software components
 - Design the hardware configuration
 - Install and configure hardware components
 - Build hardware test routines
 - Unit test hardware components
- Test each phase of the functional application
- Install, deploy and test the product including:
 - Data extraction from current DSS/BRS client system,
 - Data conversion, and/or cleansing
 - Develop validation routines
 - Load data into new vendor system and validate data
 - Run software/system execution
 - Execute operational flow
 - Run reports

- Process educator application
- Document the functional product including:
 - Document the business routines and processes
 - Document the functional application process
- Train DSS/BRS on use of the system including:
 - Develop a training plan
 - Create training tools and documentation
 - Develop an assessment plan

The resultant Contractor shall be contractually required to present each phase for formal review/modification and approval by DSS/BRS Project Team before moving on to the next phase. Some phases will be created and completed in concert with DSS/BRS technical and business owners. All phases will successfully pass multiple test processes prior to acceptance.

1. *NEEDS ASSESSMENT PHASE*

This phase identifies what features are needed in the Vocational Rehabilitation Case Management Information System (VRCMIS). The requirements within this paragraph are organized in the following five categories: System-wide, Client Management Process, Financial, Reporting and Other. The requirements in this phase are considered the deliverables that must be met or exceeded by the Vendor.

Vendor's proposal must include written documentation detailing the differences between the vendor's proposed system functionality and DSS/BRS business processes, functions, practices, and requirements set forth in this RFP.

Where detailed examples or descriptions are given they should be read as an example of one way to meet the Department's business needs. If a Vendor has another approach that will require less customization, lower systems implementation risk, a lower price or better performance, it should be described in the Vendor's response for consideration.

While provided in some detail, the requirements given are performance requirements, with the emphasis on the objectives to be achieved. It is not a systems specification in the narrow sense. It is the burden of the proposing Vendor to describe how it thinks the objectives inherent in the narratives that follow can be achieved. Where specific or detailed requirements are given, the intent is to outline the current or planned way of handling transactions, data descriptions, and other processes, but not to proscribe an equally satisfactory approach to the underlying business need. Some of these specific requirements currently exist, some are in development and some are possible directions that could be taken to achieve the business objectives.

2. PLANNING PHASE

1. Deliverables For Planning Phase:

The successful Vendor shall be required to:

- Work with DSS/BRS Project Manager to develop a Project Plan
- Develop a Management Plan
- Develop a Change Management Plan
- Develop a Communications Management Plan
- Develop a Risk Management Plan and conduct a risk assessment using DSS/BRS methodology, presenting a risk assessment document identifying current and future project risks, including a quantitative and qualitative analysis of all risks as well as suggestions for mitigation
- Develop a Quality Management Plan including quality control and quality assurance
- Work with DSS/BRS Project Manager to develop a Cost Management Plan

1.1 Management Plan - DSS/BRS will assign a Project Manager and Vendor will also assign a Project Manager. The project managers will then coordinate the project through the application of productivity management principles. Both project managers will be tracking the project against the tasks. Specifically the project managers and the project team will do the following:

- a. DSS/BRS will track project progress against task estimates using Microsoft Project 2000 or later version, with cooperation of the Vendor Project Manager;
- b. Follow the change of scope methodology implemented by DSS/BRS;
- c. Track successful completion of each deliverable through the use of an acceptance procedure;
- d. DSS/BRS Project Manager, in conjunction with the Vendor Project Manager, will conduct weekly status meetings.

1.2 Change Management Plan - Vendor will follow a formal Change Management procedure and use a jointly agreed upon Change Management Form template for any activities that are outside of the original scope of work or that have an impact on schedule or cost. DSS/BRS Project Manager will review all changes to the scope. The impact of the change(s) will be assessed and included in the Change Request document. Upon acceptance or rejection of a change by DSS/BRS Project Manager or designated representatives, the project team will proceed with or table the request. In the event either party desires to change the scope, the following procedures shall apply:

- a. The party requesting the change will deliver a Change Management Request Form³ to the other party. The Change of Scope will describe

³ Sample Change Request form blank is depicted in exhibits (section 7)

the nature of the change; the reason for the change, and the affect the change will have on the scope of work, which may include changes to the Deliverables and/or the project plan.

- b. A Change Request (“Change of Scope”) may be initiated either by DSS/BRS, or by the Vendor. The Project Manager of the requesting party will review the change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- c. Upon execution of the Change of Scope, said Change of Scope will be incorporated into, and made a part of, the contract. The contractual document will also need to be changed to reflect this change of scope.
- d. The Vendor is under no obligation to proceed with the Change of Scope until such time as both parties have agreed upon the Change of Scope.
- e. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change of Scope and those set forth in the original contract, or previous fully executed Change of Scope, the terms and conditions of the most recent fully executed Change of Scope shall prevail.

1.3 Communications Management Plan - A communications management plan will be developed during the Project Planning Phase of this project. Both DSS/BRS and Vendor will agree on the plan and follow these guidelines for communications throughout the life of the project. At a minimum, the plan will define the following:

- a. Project Language (definitions and acronyms)
- b. Purpose and frequency of meetings
- c. Day of the week and time of the recurring weekly status meetings
- d. Purpose and use of e-mail
- e. Specifications and formats for documentation
- f. Role and Responsibility Agreements
- g. Project Plan Changes
- h. Status Reporting Format and content
- i. Document Management
- j. Deliverable Format and Approvals
- k. Change Management Submissions & approvals

I. End-User Communication

DSS/BRS's Project Manager, for compliance within the deliverable, will evaluate the work performed, by the Vendor weekly. DSS/BRS and Vendor will conduct a weekly status meeting to; answer all questions, cover any outstanding issues, and to insure proper progress is being made.

1.4 Risk Management Plan - The Risk Management process is fundamental to the successful delivery of the project. The Risk Management process ensures that each risk identified within the project environment is documented, prioritized and mitigated wherever possible. For the purpose of this project, Risks will be defined as “any event that is likely to adversely affect the ability of the project to produce the required deliverables”. A Risk Assessment will be performed during the Project Planning Phase with the involvement of Vendor to identify each risk for the project. The probability of impact will be assessed for each risk as being low, medium or high and risks will be prioritized according to where to focus resources.

1.5 Quality Management Plan - A quality management plan will be developed by Vendor during the Project Planning Phase of this project and will include the processes necessary to ensure that the project satisfies the needs of the stakeholders and that the product meets all performance specifications.

1.6 Cost Management Plan - A cost management plan will be developed by Vendor during the Project Planning Phase of this project and will include the processes necessary to ensure that the project satisfies the needs of the stakeholders and that the product meets all requirements specifications. Special attention will be provided to cost containment and / or cost savings. In all respects, cost overruns, out of scope changes, or any other cost anomaly, must be approved by the BRS Project Manager prior to its incurrence.

2. Essential Meetings

2.1 Status Reporting - During the course of the engagement, the resultant Contractor shall be required to provide weekly status at information meetings to be held and conducted on site in cooperation with appropriate DSS/BRS representatives.

2.2 Information Meetings - During the course of the engagement and most critically during the Planning Phase the resultant Contractor shall be required to attend weekly information meetings to be held and conducted on site in cooperation with appropriate DSS/BRS representatives. Persons who will be responsible for administrator-level maintenance of the system will attend.

- 2.3 **Training Meetings** - A responsive proposal shall include training classes that will be conducted "On Site" in Hartford, Connecticut. The Vendor must clearly and in detail state in the Technical Proposal the methods, timing and media required for staff training at DSS/BRS for full operation of the system. These classes shall be scheduled in cooperation with appropriate DSS/BRS Representatives. Training must be targeted at each level of the system and differentiated by user type (customer service operator, cash applications, systems backup, security or as agreed).
- 2.3.1 The selected vendor shall be responsible for all handouts, transparencies, materials, presentation equipment, and sample materials needed to communicate information relevant to the development of the new system to the participants and shall be provided in an accessible format.
- 2.3.2 The detail on this section in the Technical Proposal is important. For example, if the Vendor has an online tutorial system it believes eliminates the need for classroom type training then it must be detailed in the Technical Proposal.
- 2.3.3 For each combination of type or method of training there must be a line item in the Financial Proposal for additional units of training. The line items can be per instructor day, per student, per hour or however is appropriate. Travel expenses, if required for instructor personnel, for incremental training, per State regulations, must be included in the fixed price per unit of training.
- 2.3.4 Failure to clearly present an appropriate training plan outline with incremental training resource prices will result in an adverse proposal evaluation.
- 2.4 **Management Meetings** - Monthly management meetings shall be required between the selected Vendor and appropriate DSS/BRS staff. The purpose of these meetings shall be to assess the progress of the project (assisted by a current project plan) and discuss potential risks that could have a negative impact on the project. The initial management meetings shall occur within 30 calendar days of the endorsement of the approved contract. Subsequent management meetings will be conducted on dates that are mutually agreeable to both parties.

3. **DESIGN PHASE**

1. **Requirements** - During the Design Phase the resultant contractor shall be required to:

- 1.1 Adapt and customize their system to meet DSS/BRS business rules or objectives.
- 1.2 Develop data conversion programs.
- 1.3 Design a system that is consistent with The Rehabilitation Act of 1973, as amended, Title IV of the Workforce Investment Act of 1998, and implementing regulations for Titles I, VI and VII of The Rehabilitation Act of 1973, as amended.
- 1.4 Design a system that supports the collection, processing and reporting of all financial and demographic data as noted in this document and meet the Client management needs of DSS/BRS.

2. **Deliverables** - During the Design Phase the resultant contractor shall be required to:

- 2.1 Provide a High-level project plan (MS Project format) of the engagement.
- 2.2 Create technical manuals, user manuals, and a user-training program for the application system. There shall be at least twenty (20) hard copies, electronic copy on CD, and an HTML version of each manual.
- 2.3 Incorporate and support for all changes to the original technical specifications based upon changes to Connecticut law or regulations and DSS/BRS business rules or policy changes
- 2.4 Provide:
 - 2.4.1 Commercial software that meets DSS/BRS's unique requirements, or
 - 2.4.2 Customized software (clearly identify and describe any and all customization to meet DSS/BRS unique requirements)

4. DEVELOPMENT PHASE

1. **Requirements** - During the Development Phase the resultant Contractor shall be required to:

- 1.1 Create database
- 1.2 Finalize the data dictionary

- 1.3 Write and unit test the code based on the detailed design
- 1.4 Research existing code modules for reusability
- 1.5 Update Test Plan (system test, acceptance test)
- 1.6 Conduct unit testing
- 1.7 Document unit testing results
- 1.8 Conduct an inspection on 10% of the code
- 1.9 Create an Implementation Plan for the Implementation Stage
- 1.10 Update acceptance test approach in Project Plan, if required
- 1.11 Update user manual
- 1.12 Initiate client training plan
- 1.13 Update Project Schedule
- 1.14 Conduct Stage-end Walkthrough
- 1.15 Update the project reporting application

Note: a sequential ordering of tasks is not implied here.

2. **Deliverables** - The resultant Contractor shall be required to create and produce:

- 2.1 Implementation Plan
- 2.2 Project Review Issue List
- 2.3 Updated user manual
- 2.4 Finalized system test plan
- 2.5 Updated acceptance test approach
- 2.6 Stage-end Walkthrough Form
- 2.7 Updated Project Schedule

5. **TESTING PHASE**

3. **Requirements – The selected vendor shall be required to:**

Begin systems testing after the resultant contractor and DSS/BRS agree the development stage is complete. The testing period will utilize a testing plan that will include testing the functionality of all areas as well as performance testing. At the end of this phase, the software must perform at a level consistent with the performance specifications in the contractor's technical proposal.

Should DSS/BRS encounter performance problems or discover specifications have not been met, the vendor is responsible for rectifying the performance problem or complete the specification to DSS/BRS's satisfaction at no cost to DSS/BRS within two (2) weeks or as directed by DSS/BRS. If the solution includes a modular, phased in approach, the testing period for interfaces will not begin until the sending and receiving applications are implemented.

4. **Deliverables - The selected vendor shall be required to:**

2.1 Design and produce a test plan to incorporate pilot and full system testing in a test environment prior to the implementation of the final system to production. At a minimum, the test plan shall include:

- 2.1.1** Software tests at all DSS/BRS offices
- 2.1.2** Verification of all measurable metrics
- 2.1.3** Verification of technical specifications defined in Section 3.0 of this RFP

2.2 Verify all CMS deliverables

2.3 Provide ability for 300 users to concurrently access a minimum of 5 client records.

2.4 Validate conversion data through quality assurance testing confirmed by the Vendor and DSS/BRS.

2.5 Validate and confirm system test results with DSS/BRS.

2.6 Migrate all data from the existing system to the new VRCMIS. The vendor shall be responsible for guaranteeing quality assurance of the migrated data and confirmed by the Vendor and DSS/BRS.

2.7 DSS/BRS will define various metrics that shall be identified, tracked and tested. These metrics are a set of minimum requirements for determining the acceptability of the software that DSS/BRS feels can be tested and signed off on during the testing phase of the project. They are:

- 2.7.1** A successful demonstration of the system to follow the rehabilitation process. These and all other testing will be performed using a sample set of data supplied by DSS/BRS.
- 2.7.2** Satisfactory ability to process and/or perform the following functions and activities:
 - 2.7.3** Client Notes
 - 2.7.4** Development of IPE and other service plans
 - 2.7.5** Authorization for Client Services encumbrances
 - 2.7.6** Bill payments
 - 2.7.7** Federal Reports
 - 2.7.8** State Reports
 - 2.7.9** Maintenance and modification of security levels and authorizations
 - 2.7.10** Tracking and updating of status codes
 - 2.7.11** Ticklers and reminders
 - 2.7.12** Verify report accuracy
 - 2.7.13** System technical documentation and user guide

6. IMPLEMENTATION PHASE

5. Requirements – The selected vendor shall be required to:

- 1.1** Train the Subject Matter Experts (SME)
- 1.2** Train the IT staff

- 1.3 Train system users (150 users, Counselors and Administrative staff).
- 1.4 Final acceptance testing
- 1.5 Implement Vocational Rehabilitation Case Management Information system Statewide
- 1.6 Document Disaster Recovery requirements and participate in a full system restore from bare metal

6. Deliverables The selected vendor shall be required to deliver to DSS/BRS:

- 2.1 Application design that shows how the VRCMS will enforce all Federal rules and regulations, and all existing DSS/BRS business rules, regulations and Connecticut law;
- 2.2 Training curriculum including schedule, materials and DSS/BRS staff training and an implementation plan and schedule;
- 2.3 Pilot production operation of a VRCMS as defined within the terms and conditions of the contract (limited number of users);
- 2.4 Complete production Statewide VRCMS as defined by this RFP;
- 2.5 DSS/BRS Administrative Users' Guide;
- 2.6 A users' guide;
- 2.7 System Technical Documentation;
- 2.8 Disaster Recovery Guide describing all requirements (process and technical) to recover the system at an alternate site within 48 hours of a declared disaster;
- 2.9 Disaster Recovery Test Plan;
- 2.10 Processing and reporting of data as previously specified in RFP;
- 2.11 Interfaces designed, tested and accepted;
- 2.12 Completion of software installation;
- 2.13 Training sessions completed;
- 2.14 DSS/BRS acceptance of product;
- 2.15 Project Closeout (including lessons learned, administrative closure)

7. MAINTENANCE PHASE

The vendor shall maintain sufficient developers, analysts, programmers, network and telecommunication technicians, technical support, and database administrators to ensure that the system is accurately maintained, modified, and/or enhanced as required to operate properly per the terms and conditions of the full contract. The vendor shall maintain a project manager throughout the development of the system, to insure consistency in conversion, and successful acceptance by DSS/BRS Management.

1. Implementation, And Maintenance Procedures:

Two main categories of services have been identified by DSS/BRS to be performed by the vendor during the maintenance stage of the contract. The categories of work are:

- Federal Maintenance
- DSS/BRS Enhancements

A scope of general duties and responsibilities has been outlined below for each category. Alterations or additions to these duties/responsibilities, as deemed appropriate by DSS/BRS and vendor during the course of the contract, will be documented and performed through contract modification.

It is anticipated that customer service and support, "bug" fixes, documentation revisions and other interaction between the Vendor and DSS/BRS will occur after delivery of the required solution. Such service or support requirements could be initiated by the Vendor or by DSS/BRS.

a. Federal Maintenance

Maintenance of the Vocational Rehabilitation Case Management Information system is defined by DSS/BRS to include any programming, technical support, and/or database support that is required to maintain all Federal rules, regulations and laws as defined by the Rehabilitation Act of 1973, as amended, which impact the performance of the Vocational Rehabilitation Case Management Information system. The vendor is obligated to perform whatever is required to enhance the system to perform according to the Federal requirements. The scope of work for maintaining the client management application software will include, at a minimum, the following requirements:

- Maintain integrity of user data tables and database files

- Fix and/or repair any data discrepancies caused directly or indirectly by any other functionality within the client management application software
- Any functionality damaged while contractor is performing any other services for DSS/BRS, including any enhancements, data fixes, programming repairs, etc.

b. DSS/BRS Maintenance

The scope of work for maintaining future requirements and growth of the Vocational Rehabilitation Case Management Information system will include, at a minimum, the following:

- Any enhancements to the Vocational Rehabilitation Case Management Information system caused by changes dictated by Connecticut laws, rules, and/or regulations, and RSA policy changes, must be fully supported by the vendor throughout the length of the contract.
- Under the terms of the contract, DSS/BRS may request enhancements, in writing, to the vendor. Vendor will scope out the request, identify impact to the Vocational Rehabilitation Case Management Information system, including cost and time to implement enhancement, and respond in writing to DSS/BRS.

- c. Customer and Technical Service and Support Plan : The Vendor must describe in detail in the Technical Proposal its Customer and Technical Service and Support Plan, covering the resources, timing and procedures that will be available to provide this service and support.** Where the service or support will be in the form of a request by DSS/BRS and a response by the Vendor, response times for each such class or type of service or support must be detailed. The Plan must include an escalation process that includes the chief executive officer of the Vendor or its major division.

DSS/BRS will report problems to the contractor. The contractor shall be obligated to respond within Service Level Agreement (SLA) guidelines to DSS/BRS with an explanation and a solution, including the time to repair Vocational Rehabilitation Case Management Information system.

An on-going maintenance contract to cover mandated Federal changes as well as vendor generated system enhancements is also required.

B. ORGANIZATION AND STAFFING REQUIREMENTS

A responsive proposal must list and identify the qualifications of key personnel to be used. At a minimum, key personnel shall include:

- **Project Manager:** A qualified project manager must have documented experience with managing similar software development projects. The Project Manager shall be required to:
 - Assist DSS/BRS Project Manager in the development of the project plan
 - Drive the overall process
 - Manage the Vendor product deliverables, specifications and time lines
 - Manage the Vendor project team, in conjunction with DSS/BRS Project Manager
 - Provide weekly status updates that will include:
 - Deliverables and activities completed for the period
 - Deliverables and activities in progress and their status
 - Deliverables and activities planned for next period
 - Changes submitted and their status
 - Items that may impact project schedule
- **Technical Lead(s):** Qualified Technical Leads must have documented experience with current web-based technologies, network security, telecommunications, and software development
- **Database Analysts/Administrators:** Qualified Database Analysts/Administrators must have documented experience with current web-based technologies, server capabilities, software design and development, needs assessment, reporting tools, quality assurance, and documentation.
- **Programmers:** Qualified programmers must have documented experience with current web-based technologies and software development.

General requirements for key personnel are as follows:

- The key personnel and their immediate staff must be located at the Hartford, Connecticut based site to meet the requirements of and perform the functions specified in the RFP.
- The Project Manager must be employed by the Bidder when the proposal is submitted.

- All key personnel who must be named in the proposal, other than the Project Manager, must be employed by the Bidder by the beginning of the planning phase.
- The Vendor staff engaged in the project shall at all times remain under the control and direction of the Vendor and shall possess the appropriate skills and experience for the tasks assigned, and shall be available at such times as are agreed by the parties. DSS/BRS reserves the right to interview each individual assigned to the project team. DSS/BRS also reserves the right to terminate the services of any project team member and request a replacement. No substitutions on staffing will be permitted without prior written approval from DSS/BRS authorized representative.

C. USER TRAINING/SUPPORT

A responsive proposal must describe and/or explain the Vendor's software support and maintenance philosophy. Specifically, the Vendor must describe their software problem resolution objectives, methods, escalation, and the procedures enacted, including time frames if objectives are not met. To be considered responsive, a proposal must address:

- a Level of on-line help to be provided and any available replacement proposed system modifications. Summarize the diagnostic processes to be used to detect and analyze malfunctions.
- b All training capabilities and features should include a mock data self study training mode that would be available to DSS/BRS staff.
- c Proposed post-installation support. Outline what types of help/support will be available on a 24 hour, seven day week (24/7) basis.
- d Product support history and average product version support.
- e Problem escalation procedures with specific indication of time lag between next step escalation notifications, and Vendor internal management escalation notifications.
- f Personnel, experience and training level and hours of availability. Indicate any times that support is not available. Support must be provided Monday through Friday, 8:00 am to 5:00 PM Eastern Time Zone, at a minimum.
- g Vendor shall specify how support response is to be accomplished in a timely manner by:
 - 1. Detailing how repair tasks are carried out and completed.
 - 2. Explaining back-up measures for absent repair personnel, hours of availability and any times support is not available.
 - 3. Describing the facilities available to software support personnel such as problem resolution databases, communication facilities and resources.

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section presents the requirements for submission of Technical and Cost Proposals. Proposals should be prepared in a straightforward and brief manner in order to ensure the most effective and equitable evaluation of all materials received.

A. GENERAL PROPOSAL REQUIREMENTS

Proposals must be submitted in two (2) separate and distinct parts: 1. a Technical Proposal and, 2. a Cost Proposal. Bidders must submit proposals that follow the requirements of this RFP including the requirements of form and format that have been established in order to facilitate the Department's evaluation process. The format and content of each part are specified in Subsections D.2 and D.3 of this RFP. Failure to respond to a specific requirement may be used as a basis for rejection of the proposal from further consideration, or result in a score of zero (0) for that particular item.

Delivery Condition, Copies Necessary

Proposals must be received by the Department at the location and by the time and date specified in RFP Part I Section C.

Proposals submitted in response to this RFP are to be delivered in person or by a delivery service where receipt by signature is required to the person and address specified in RFP Part I Section C.

An original (clearly marked) hardcopy, two (2) exact hardcopies, and three (3) electronic copies on CD-ROM of the Technical Proposal shall be submitted under separate sealed cover and be labeled on the outside as follows:

STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES/BUREAU OF REHABILITATION SERVICES VOCATIONAL REHABILITATION CASE MANAGEMENT INFORMATION SYSTEM TECHNICAL PROPOSAL BIDDER NAME PROPOSAL CLOSING DATE AND TIME
--

An original (clearly marked) hardcopy, two (2) exact hardcopies, and three (3) electronic copies on CD-ROM of the Cost Proposal shall be submitted under separate sealed cover and be labeled on the outside as follows:

<p>STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES/BUREAU OF REHABILITATION SERVICES</p> <p>VOCATIONAL REHABILITATION CASE MANAGEMENT INFORMATION SYSTEM COST PROPOSAL</p> <p>BIDDER NAME</p> <p>PROPOSAL CLOSING DATE AND TIME</p>
--

Submission of a proposal shall constitute recognition, understanding, acceptance, and consent by the bidder to adhere (without any reservation or limitation whatsoever) to the requirements, terms, and conditions of this RFP, including any RFP addenda and/or amendments. This consent to adhere to requirements shall also apply to all pricing schedules contained in Appendix 9 to this document to be used to present the Cost Proposal and all related cost information.

Failure, in whole or in part, by a bidder to respond to a specific mandatory requirement, as defined in this RFP, may, at the Department's discretion, result in a request for corrective action during the evaluation process or rejection of the proposal from further consideration.

Brochures or other presentations, beyond that sufficient to present a complete and effective proposal, should not be submitted and will not be considered during the evaluation process. Audio and/or videotapes are not allowed. Elaborate artwork or expensive paper is not necessary.

B. Proposal Construction Requirements

The following presents the general proposal construction requirements:

- Binding of Proposal - Bidders shall submit Technical Proposals in loose-leaf binders. The official name of the organization shall appear on the outside front cover of each binder and on each page of the proposal. Location of the name is at the bidder's discretion.
- Tab Sheet Dividers - A tab sheet keyed to the table of contents shall separate each major section of each part of the proposal. The title of each major section shall appear on the tab sheet.
- Cross-referencing RFP and Proposal - All responses shall follow the sequence order found in the RFP. Each section of the proposal shall cross-reference the appropriate section of the RFP that is being addressed. Proposal responses to specific task requirements shall reference the RFP request citation. This will allow the Department to determine uniform compliance with specific RFP requirements.

- Page Numbers - Each page of each part of the proposal shall be numbered consecutively in Arabic numerals from the transmittal page.
- Page Format - The standard format to be used throughout the proposal is as follows:
Text shall be on 8 ½” x 11” paper in the portrait orientation;
Text shall be single-spaced;
Font shall be a minimum of twelve (12) point in Arial (not Arial narrow) or Times New Roman (not Times New Roman Condensed) font as used in Microsoft Word;
The binding edge margin of all pages shall be a minimum of one and one half inches (1 ½”), all other margins shall be 1”;
Graphics may have a landscape orientation, bound along the top (11”) side;
If oversize, graphics may have a maximum of one (1) fold;
Graphics may have a smaller text spacing, pitch, and font size; and
Resumes are considered text not graphics.

C. TECHNICAL PROPOSAL REQUIREMENTS

A responsive Technical Proposal shall include nine (9) separate sections (with labeled tabs) presented in the following order.

- Section A - Transmittal Letter;
- Section B - Amendment Acknowledgement(s);
- Section C - Table of Contents;
- Section D - Executive Summary;
- Section E - Bidder Assurances and Acknowledgements
- Section F - Corporate Capabilities, Experience and References
- Section G- CMIS Technical and Functional Capabilities
- Section H – Project Management Process
- Section I – Organization and Staffing

The format and contents for the material to be included under each of these headings is described below. Each section within the Technical Proposal shall include all items listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis.

No reference to, or inclusion of, cost information may appear in any section of the Technical Proposal or the Transmittal Letter. Such inclusion may result in the Department’s rejection of the Proposal.

All mandatory proposal submission requirements are set forth in this RFP. Failure to adequately meet any one of the mandatory requirements may cause the Department to deem the entire proposal as non-responsive and to reject the proposal from further consideration. However, the Department reserves the right to waive minor irregularities and minor instances of non-compliance.

Bidder proposals should be produced in an economical manner. Bidders should strive to utilize only as many pages as are necessary to convey their understanding, experience, solution and so forth, to the Department's requirements.

1. Transmittal Letter - Technical Proposal Section A

This section describes the information the bidder must include in Section A of the Technical Proposal. The Transmittal Letter must be submitted on official business letterhead by the prime contractor and shall be signed by an individual authorized to legally bind the Bidder to the scope of work, and the cost proposals. It shall be part of the Technical Proposal (with named and numbered tabs). The letter is to identify all material and enclosures being submitted in response to the RFP.

The Transmittal Letter must also include the following statements in the order given:

- a. an itemization of all materials and enclosures being forwarded in response to the RFP;
- b. Statements of the bidder assurances and acceptance of:
 - i. **Independent Price Determination:** By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
 - a. Costs: The costs have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
 - b. Disclosure: Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor;
 - c. Competition: No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
 - d. Prior Knowledge: The bidder had no prior knowledge of the RFP contents prior to actual receipt of the RFP and had no part in the RFP development; and
 - e. Offer of Gratuities: The bidder certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor's agent or the contractor's employee(s);

- ii. **Valid and Binding Offer:** The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto;
 - iii. **Press Releases:** The bidder agrees to obtain prior written consent and approval from the Department for press releases that relate in any manner to this RFP or any resulting contract;
 - iv. **Restrictions on Communications with Department Staff:** The bidder agrees that from the date of release of this RFP until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFP except as provided herein through the Issuing Office. Any other communication concerning this RFP with any of the Department's staff may, at the discretion of the Department, result in disqualification of that bidder's proposal; and
 - v. **Acceptance of the Department's Rights Reserved:** The bidder accepts the rights reserved by the Department.
- c. the identification of any proprietary information and rationale and explanation;
 - d. brief statement outlining experience and qualifications to undertake this project;
 - e. A statement that any submitted response and cost shall remain valid for one hundred eighty (180) days after the due date or until the contract is approved, whichever comes first;
 - f. the following identifying information for the bidder legal entity that will be the prime contractor:
 - i. full legal name of the corporation and address;
 - ii. Federal taxpayer identification number;
 - iii. name, title, telephone number, fax number and email address of the individual with the authority to bind the bidder to sign a contract with the Department; and
 - iv. name, title, telephone number, fax number and email address of the bidder's principal contact to receive amendments to the RFP and requests for clarification;
 - v. organizational chart of the company showing all divisions/business units to be involved in the project and their placement in the overall corporate structure; and
 - vi. a statement identifying the full legal name and Federal taxpayer identification number of any and all subcontractors.

2. Addendum/ Amendment Acknowledgement - Technical Proposal Section B

This section describes the information the bidder shall include in Section B of the Technical Proposal. The bidder shall insert completed acknowledgement of the receipt of any and all addenda or amendments issued to this RFP.

3. Table of Contents - Technical Proposal Section C

This section describes the information the bidder shall include in Section C of the Technical Proposal. The Technical Proposal shall include the Table of Contents for the entire Proposal beginning with the Executive Summary.

4. Executive Summary - Technical Proposal Section D

This section describes the information the bidder shall include in Section D of the Technical Proposal. The Executive Summary section shall condense and highlight the contents of the Technical Proposal in such a way as to provide the Evaluation Team with a broad understanding of the entire Technical Proposal. Bidders shall address the following three (3) items in their response to this section:

- a. summarize your overall approach and the commitments that you are offering to the Department in this proposal.
- b. describe any risks that you have identified with the Department's approach set forth in this RFP, taking into consideration the schedule defined for accomplishing this effort. Include your specific plans for controlling such risks or suggestions to improve this approach; and
- c. highlight the bidder's corporate capabilities, including previous relevant experience, staff, computer facilities, financial stability, and corporate commitment to performing this initiative.

5. Bidder Assurances and Acknowledgements - Technical Proposal Section E

This section describes the information the bidder must include in Section E of the Technical Proposal. Appendices 1 through 7 of this RFP contain the forms for assurances and acknowledgements that each bidder must submit. Seven (7) separate assurances and acknowledgements are required, including:

- (a.) Procurement Agreement Signatory Acceptance - Appendix 1

The bidder shall complete this form accepting, without qualification, all contract terms and conditions specified in the Appendix 8 to this RFP.

- (b.) Workforce Analysis Form - Appendix 2

Bidders with Connecticut work sites shall complete this form.

- (c.) Notification to Bidders Form - Appendix 3

This information shall include a signed statement of the bidder's affirmative action plan and the bidder's affirmative action policy statement. Additionally, bidders shall address in writing the following five factors as appropriate to the bidder's particular situation. These factors are:

- a. Affirmative Action Plan: The bidder's success in implementing an Affirmative Action Plan;
- b. Development of Affirmative Action Plan: The bidder promises to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place;
- c. Apprenticeship Program: The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- d. EEO-1 Data: The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e. Set-Aside for Minority Business: The bidder's promise to set-aside a portion of the contract for legitimate minority business enterprises, and to provide the Department Set-Aside reports in a format required by the Department.

d. Smoking Policy Appendix - 4

(Signed Statement if applicable): If the bidder is an employer subject to the provisions of Section 31-40q (Appendix D) of the Connecticut General Statutes, the bidder agrees to provide the Department with a copy of its written rules concerning smoking. The Department shall receive the rules or a statement that the bidder is not subject to the provision of Section 31-40q of the Connecticut General Statutes prior to contract approval.

e. Certification Regarding Lobbying - Appendix 5

The bidder shall include a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member or Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

f. Certification Requirements for State Contracts – Appendix 6

The bidder shall include the following signed and notarized statements:

Gift Certification – Appendix 6, Form 1: regarding the giving of gifts to any state official or employee of the Department of Social Services or any state official or employee of any state agency which has supervisory or appointing authority over the Department including, the Office of the Attorney General and the Office of Policy and Management;

Campaign Contribution Affidavit – Appendix 6, Form 2: regarding the giving of a campaign contribution to a candidate for statewide public office or the General Assembly; and

Consulting Agreement Affidavit – Appendix 6, Form 5: regarding the existence of consulting agreements whereby the duties of the consultant include communications concerning business of DSS and/or DSS/BRS.

g. Prohibition on Campaign Contributions by Prospective State Contractors – Appendix 7

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, “principals” of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a “prospective state contractor” includes the organization submitting a bid or proposal in response to this RFP. Effective December 31, 2006, the “principals” of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFP. For those prospective state contractors who are not awarded a state contract as a result of this RFP, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

The bidder shall include a completed State Contractor Principals Selection Form – SC 2 (Rev. 7/2006) – Appendix 7

6. Corporate Capabilities, Experience and References - Technical Proposal Section F

In this section of their technical proposal the Vendor must include a description of their organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the Vendor and DSS/BRS.

In this section of their technical proposal the Vendor must include information regarding the Vendor’s qualifications and experience to deliver a solution, meeting specifications provided in this RFP. A responsive proposal must include:

- a. The Vendor Company profile and experience managing similar or related projects;
- b. Knowledge of the DSS/BRS Vocational Rehabilitation Case Management Information system’s project requirements;

- c. A thorough description of three (3) related projects (either on-going or completed) and the Vendor's role in the projects;
- d. Proof of the successful completion of three (3) Vocational Rehabilitation system installations within the last six (6) years; and
- e. Support of business success with Vocational Rehabilitation system installations with a minimum of two (2) customer reference names and contact numbers.
- f. References - The Department reserves the right to pursue any references that may assist in completing the Proposal Evaluation process. Submission of the Proposal establishes the bidder's authorization of the Department to make any contacts it deems necessary to confirm the bidder's experience and performance, verify the accuracy of submitted materials, and to ascertain the quality of past performance. Customer reference information must include:
 - 1. The name of the customer;
 - 2. The name of the project;
 - 3. An indication of whether the Bidder's overall responsibilities on the referenced contract included:
 - i. Design, development, and implementation of a system, indicating whether the design, development, and implementation approach was a ground-up development, transferred system, transferred and modified system, any combination of approaches;
 - ii. Operations of a system;
 - iii. Maintenance and modification of a system; and
 - iv. Any responsibilities for system turnover at the end of the contract;
 - 4. An indication of whether the role the Bidder had on the referenced contract was as a prime or a subcontractor;
 - 5. The start and end dates of the referenced contract during which the Bidder participated;
 - 6. The contract size;
 - 7. Whether damages or penalties have been assessed during the contract term; and
 - 8. Name, address, and current email address and telephone number of the responsible project administrator or manager who is familiar with the Bidder's performance.

- g. Financial Stability - The bidder shall provide demonstration of its financial solvency and sufficiency of corporate resources as indicated, dependent upon whether the bidder's organization is publicly held or not:
1. if the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements (including all notes, appendixes, and so forth related to the financial statements), a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the bidder's principle financial or banking organization; include this information with the copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
 2. if the bidder is not a publicly held corporation, the bidder may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, customer base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
 3. disclosure of all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist.

7. VRCMIS Technical and Functional Capabilities - Technical Proposal Section G

This section of the Technical Proposal must present the bidder's intended system solutions and approaches to meeting the state's general, technical, and functional requirements for a VRCMIS.

This section of the proposal must contain a description of the overall VRCMIS functionality including a description of each of the stated business process requirements, security requirements, and reporting requirements described in Part II of this RFP. In addition, if applicable, this section should include a description of the desirable optional features, identified in Part II of this RFP, that are available through this offering.

The bidder must provide a narrative that includes:

- a. a description of the technology architecture, including platforms/hardware, operating system(s), systems software, and development software;
- b. a statement that the architecture complies with the State of Connecticut's triple tier format design for presentation, application and database platforms as established by the State of Connecticut Department of Information Technology.
- c. a description of any licensing and/or software/hardware support relationships with a third party and the general terms involved with any agreements, including limitations and constraints;
- d. caveats, constraints, or other limitations related to the technology architecture;
- e. a description of the features the technology architecture provides addressing the following benefit criteria:
- f. improved performance;
- g. reduced costs in operations and/or manual processes;
- h. reduced costs of changes to the system;
- i. provision of additional flexibility; and
- j. reduced performance risks during operations.

8. Project Management Process - Technical Proposal Section H

This section of the Technical Proposal must address each of the requirements identified in Section A of Part III of this RFP including the bidder's overall plan and activities required to successfully complete the phases of this project. Bidders must propose an approach to project administration to ensure the smooth administration of this phase of the project and a complete and timely start to operations of the VRCMIS.

This section of the bidder's response must contain the following subsections:

Subsection 1 – Software Application Evaluation

This subsection details the customized features in BRS' existing Client System Integrated Client Information System (ICIS). BRS' goal is to provide at least the same application level functionality with our new client system. To permit BRS to evaluate the closeness of fit with the proposed system this subsection **MUST BE** completed using the directions shown below and be included in the Technical Proposal Section H. If the proposed system does not perform the function listed or file described, indicate using the code supplied in the Directions. If the proposed system does the described function in a different manner please also describe that in the provided space.

DIRECTIONS:

The following answer key should be used when responding to the questions:

Answer Key LEGEND:

S	Standard	Included in base package, no extra programming other than table values
T	Third Party	Included, provided by third party / business partner
O	Optional	Extra programming / cost involved
I	Implementation	Developed in Implementation , no extra cost except programming time.
F	Future Release	Will be implemented in future release of software/hardware
X	None of the Above	None of the above applies. See notation following item

SOFTWARE APPLICATION EVALUATION ITEMS

The evaluation is broken down to nine (9) categories:

- General
- RSA 911 Edits
- Employment Closure Information
- Case Narratives
- Progressive / Intermediate Objectives
- Administrative
- Tables
- Inquiries
- Financial Management Standards

Using the codes provided in the Answer Key Legend, the bidder must apply a value their system will utilize to meet or exceed BRS expectations. As a general rule, all components of the proposed system must achieve a level of security of the data, to meet or exceed required governmental regulation and privacy rules. Access to components within the database, and

overall system architecture must fall under “Job Function / Role Based” activity as defined by BRS.

1.A General

RESPONSE	APPLICATION
.....	<i>In general Job function / role security must apply to system access levels</i>
	Only one open case allowed
	Stop and Prompt for entry of SSN if field is blank or incomplete (not 9 digits)
	Check if the previous case was “red flagged;” if so, provide pop-up window allowing the user to either immediately review the previous case’s red flag narrative or continue adding the new application
	Generate a Waiver Form when applicable

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1.B RSA 911 Edits

RESPONSE	APPLICATION
.....	RSA-911 EDITS
.....	OPEN CASE/ASSIGN COUNSELOR
	Job function / role security access
	Do not allow users to enter a future application date
	Do not allow users to backdate the application date into the previous month without permission from the system administrator
	Initial interview case notes must be entered before moving a case into status 02
	Automatically moves case to status 02
	Assigns case sharing access to the:
	<ul style="list-style-type: none"> ▪ Person who enters the case ▪ Counselor's supervisor ▪ Counselor's Regional Director ▪ Counselor's support staff ▪ Supervisor's support staff ▪ Central Office Consultants
	Security on updating original counselor assignment
.....	STATUS
	Job function / role security access
	Cannot move beyond status 02 if all application information is not entered
	Cannot add status 10 without entering eligibility information
	Cannot move to a service status without entering eligibility information
	The IPE must be entered before a service status can be added
	Cannot move to a closure status without entering closure information
	Employment date must be at least 90 days prior to closure
	On-line verification that supervisor has signed closure form prior to adding a closure status
	Calculate case cost when closure status is added
	Automatically creates a post-employment IPE when status 32 is added
	Security for changing the application, IPE and closure dates
	Do not allow users to backdate any status into the previous month without permission from the system administrator
	Security for deleting status 02 and closure statuses
	Provide a pop-up checklist (referencing policy and procedures) when moving a case to status 10 or 12 and when a new case is being added
	<ul style="list-style-type: none"> • Edit Check: Trial work experience narrative must be entered before moving a case to status 06
	<ul style="list-style-type: none"> • Provide a pop-up checklist (referencing policy and procedures) when moving a case to status 06

	<ul style="list-style-type: none"> • Provide a checklist (referencing policy and procedures) when adding an unsuccessful closure form
RESPONSE	APPLICATION
.....	ELIGIBILITY INFORMATION
	RSA-911 data at application must be entered first
	Do not allow users to backdate the eligibility date into the previous month without permission from the system administrator
	Automatically moves case to status 10
	Provide pop-up checklist (referencing policy and procedures) when adding assessment of eligibility information
	Automatically generate the eligibility letter after entering the assessment of eligibility information

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1.C Employment Closure Information

RESPONSE	APPLICATION
.....	EMPLOYMENT/CLOSURE INFORMATION
.....	Successful Closure
	All criteria specified in the IPE must be met prior to Closure
	Determines if closure is competitive or non-competitive
.....	Unsuccessful Closure
	Automatically moves case to status 08 when closing from status 02 or 06
.....	Post-Employment Closure
	Allows for multiple post-employment closures (no limit)
.....	For all three closure types
	Auto-populate fields with RSA-911 services provided and their funding source
	Inform user of outstanding authorizations at closure
	Prevent closure if there are outstanding authorizations
.....	INCOME AT CLOSURE
	Carries forward income codes from employment incurrence fields
	Calculates RSA-911 Public Assistance at Closure amount
.....	CASE SHARING ACCESS
	Security for updating access
	Security to deny access
	Capability to add case sharing access for a user to cases on a caseload
.....	COUNSELOR ASSIGNMENT HISTORY
	Inquiry to display all counselors assigned throughout the life of the case, the timeframe they were assigned, and the program code.
.....	CASE HISTORY
	Inquiry to display counselor number, application and closure dates, closure status, and post employment service dates.
.....	SSI/SSDI ENTITLEMENT
	Capture SSA SSI/SSDI entitlement information and amounts at application, and closure.
.....	CASE COST
	Pull fixed costs from vendor database
	Manually enter variable costs
	Print capability to display all paid authorizations
	Automate case cost at closure

RESPONSE	APPLICATION
.....	PRINT CLIENT DATA SUMMARY SHEET
	Displays information as is currently utilized through ICIS
	CLIENT INFORMATION
	Job function / role security access applies to this section
.....	CLIENT INFORMATION
	Determine eligibility
	Automatically create eligibility and print form, move case to status 10, and create and print narrative for ticket to work clients
.....	INCOME AT APPLICATION
	Indicate consumer income
	Calculates RSA-911 Public Assistance at Application amount
.....	CLIENT JOB HISTORY
	Captures current employment information and previous work history
.....	PEOPLE WHO CAN LOCATE CLIENT
	Identifies up to three people who should be able to locate the client (provided by the client).
.....	CLIENT PREVIOUS INFORMATION
	Inquiry to display the last three occurrences of the client's previous name and/or address if altered on Case Information.
.....	VOTER APPLICATION OFFERED
	Captures date(s) the voter registration form was offered to the client and their response to the offer.

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1.D Case Narratives

RESPONSE	APPLICATION
	CASE NARRATIVES
.....	CASE NARRATIVE
	Prompt for case narrative entry when service code status changes
	Allow Ticket to Work employees access to ticket holder cases
	Provide a pop-up window for entering the IPE annual review completion date when adding an IPE review narrative
	Prompt for an extended evaluation narrative when moving a case to status 06
	CLIENT PLANNING
	Job function / role security access applies to this section
.....	FINANCIAL STATUS DETERMINATION
	Calculated based on VR-21 requirements
.....	INDIVIDUAL PLAN FOR EMPLOYMENT (IPE)
	Require eligibility information prior to adding IPE
	IPE effective date cannot be prior to eligibility date
	IPE effective date cannot be backdated into the previous month without permission from the system administrator
	Only supervisors or specified counselors can:
	▪ Approve or inactivate an IPE
	▪ Change the IPE effective date
	▪ Change the original IPE vocational goal
	▪ Captures ticket to work BRS assignment for ticket holders

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1.E Progressive / Intermediate Objectives

RESPONSE	APPLICATION
.....	PROGRESS/INTERMEDIATE OBJECTIVES
.....	SERVICES
	Allow for “first-time / unknown” vendors
	Track services “at no cost to BRS”
	Automatic forecasting of case cost per fiscal year
	Require users to pre-authorize when planning a service
	Require supervisory approval as needed
	Do not allow users to inactivate or delete a service that has authorizations
.....	FORECASTED EXPENSES
	Calculates IPE planned expenditures by fiscal year either automatically based on IPE services or entered by user.
.....	POST EMPLOYMENT SERVICES
	Case must be in status 32
.....	PRINT IEP
	When the user prints the IEP, allow them the choice of moving the case to a service status. If yes, provide them with a pop-up list (referencing policy and procedures).
.....	AUTHORIZATIONS
	Security based on Job Function and Role
	Automatically generates a unique encumbrance authorization number
	Status edit for Case Service and Diagnosis authorizations
	For Case Service authorizations:
	▪ Status must be code 12
	▪ IPE must be active and approved for services
	▪ Either Vendor/Provider must be on IPE or allow for an “unknown” vendor/provider of the same authorization type, or
	▪ Displays a selection list of vendors/providers on IPE
	▪ Valid Vendor/Provider edit
	▪ Allow for pre-authorization for the next fiscal year
	▪ Check budget before authorizing
	▪ Capability to cancel an entire authorization, but only if all lines of service have not been paid
	▪ Capability to delete an entire authorization, but only if all lines of service have not been printed, paid or canceled
	▪ Date of service must be within IPE dates

	<ul style="list-style-type: none"> ▪ Notify when client has been planned to participate in the cost of the service
RESPONSE	APPLICATION
	<ul style="list-style-type: none"> ▪ Cannot modify paid or canceled lines of service
	<ul style="list-style-type: none"> ▪ Cannot add lines to a pre-existing authorization
	<ul style="list-style-type: none"> ▪ Ability to cancel or delete either one line of service at a time or all lines at once
	<ul style="list-style-type: none"> ▪ Automatically adjusts the budget and service authorized amounts
.....	LINE ITEM DETAIL
	Edits for authorizing against a contract
	All Community Rehabilitation Providers Services must be authorized against a contract
	Cannot authorize beyond the contracted amount
	Date of service must be within the contract dates
	Provide vendor and services look-up tables
.....	DIRECT CLIENT PAYMENT
	Only one address allowed per authorization
	Cannot back date lines of service
	Require description for “Other” authorization type code
	Require user to enter a narrative prior to entering a direct client payment
	Provide Help for vendor rates (see Tuition Rates Table)
.....	PRINT AUTHORIZATION/CLAIM
	Do not print canceled lines
	Automatically print counselor’s name and office address under signature line
	Print “Revised Authorization” as appropriate
	Print individual authorizations
	Print direct client payment authorization
	Include Finance Office Use Only box and automatically populate fields
.....	AUTHORIZATION INQUIRIES
	Inquiry and print capabilities by:
	<ul style="list-style-type: none"> ▪ Case
	<ul style="list-style-type: none"> ▪ Contract
	<ul style="list-style-type: none"> ▪ Counselor
	<ul style="list-style-type: none"> ▪ Authorization
	<ul style="list-style-type: none"> ▪ Direct Client Payments
	<ul style="list-style-type: none"> ▪ Vendor/Service Provider
	Allow user to select the search date range (date, month, quarter, year, etc.)
	Ability to select authorization from inquiry
	Outstanding Authorizations By Counselor

	Outstanding Authorizations By Case
	Outstanding Authorizations By Contract
	Outstanding Authorizations By Fund Code
	Outstanding Authorizations By Date Range

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1.F Administrative

RESPONSE	APPLICATION
	ADMINISTRATIVE
	Job function / role security access applies to this section
.....	CASE TRANSFER
	Supervisor security for case transfer
	Transfer a case from one counselor to another
.....	CASE DELETE
	System Administrator level security for deleting case
	Cannot delete a case with authorizations
.....	CHANGE CLIENT SSN
	Security for changing client SSN
	Updates SSN on every file
.....	BUDGET BY USERID
	Security to review budgets
	Review fiscal year budget
.....	ADMINISTRATIVE BUDGET ALLOCATION
	Finance employee type security to add/update the BRS allocation
.....	BUDGET INQUIRY BY BUREAU CHIEF / REGIONAL DIRECTORS
	Security to review allocations
	Display allocations by Districts / Regions / Fund Codes
.....	INDEPENDENT LIVING BUDGET ALLOCATION
	Job Function/role Security to access Independent Living data
.....	APPLICATIONS, AND CLOSURES
	Security to review
	Counselor Applications Taken
	Identify backdated applications
	Counselor IPEs Written
	Counselor Closures
	Identify backdated status 26 closures
	Counselor Totals By District/Region
	Print area totals for District/Region

.....	REVIEW CASE FOLDER
	Walks through the documents in the paper case folder in the following order:
	Survey Form
RESPONSE	APPLICATION
	Application Form
	Associated Correspondence
	Initial Interview / Case Notes
	Certification of Eligibility
	Waivers and other associated correspondence
	Auxiliary Programs initiated for case (Home/Vehicle Modification, etc.)
	IPE
	Other case notes
	Amendments
	Annual Reviews
	Authorizations
	Closure Letters
.....	ADMINISTRATIVE INQUIRIES
	Inquiry by disability type
	Total Clients on Waiting List
	SSI/SSDI Clients Needing Ticket Assignment

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1.G Tables

RESPONSE	APPLICATION
	TABLES
	* All 911 Codes (including but not limited to some of the following):
	Canned Messages on Authorizations
*	Closure Reason Codes
	Contract Categories
	Contracts
*	Disability Codes
*	Education Levels
*	Living Arrangement Codes
	Next Number for Authorizations
*	Occupation / Standardized Occupational Classification (SOC) Codes
	Office Locations
*	Referral Source Codes
*	Primary Source of Support Codes
*	Race Codes
	Service Funding Source Codes
	Service Provider Codes
	Service Type Codes
*	Status Codes
*	Supported Employment Status codes
	Ticket Reimbursement Type Codes
	Ticket Status Codes
	Voter Response Codes
*	Employment Status Codes

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1.H Inquiries

RESPONSE	APPLICATION
	INQUIRIES
.....	CASES BY COUNSELOR
	Security to review inquiries
	Cases In Status Order
	Cases Listed Alphabetically
	Number of Cases In Each Status
	Active Cases Mailing List
	Print Client Data Summary Sheet
	Vocational Rehabilitation Case Management Tickler System
	Ticket To Work Clients
	SSI/SSDI Cases Needing Ticket Assignment
.....	PRINT CASELOAD REPORT
	Security to print reports
	Print caseload reports District, Regional, or State-wide
	Print caseload report by counselor
.....	IPE INQUIRIES
	Security to review inquiries
	Planned Services Ending By Counselor
	Annual Reviews Due By Counselor
	Active Plans For Clients By Counselor and Status
	Planned Amount/Authorized Amount Comparison By Counselor
	Clients Attending a Training Institution
	Counselors By Supervisor with IPE(s) Needing Approval
.....	CONTRACT INQUIRIES
	Contracts Which Are > % Planned
	Contracts Which Are < % Planned
	Contracts Which Are > % Authorized
	Contracts Which Are < % Authorized
	Contracts By Remaining Amount Available
	Contracts By Vendor Id
	Contracts By Category and/or Fund
	Contracts Needing Review/Change Order
.....	BUDGET LEDGER INQUIRIES
	Job function/role security access

RESPONSE	APPLICATION
.....	SYSTEM-WIDE INQUIRIES
	Total Number of Cases By Status and Program
	Build the RSA-911 File
.....	AUTHORIZATIONS SUMMARY INQUIRY
	Job function/role security access for:
	<ul style="list-style-type: none"> ▪ On-line summary of authorizations by: <ul style="list-style-type: none"> ▪ Selected date range (days, month, qtr, annual) ▪ State-wide, regional, district, counselor, fund code.
	▪ Services by category type / vendor
	▪ Total Clients served
	▪ Total Planned
	▪ Total Authorized
	▪ Total paid (Liquidated)
	▪ Average Authorized Per Case
	▪ Average Authorized Per Service
	▪ Grand Totals
	▪ Total Unduplicated Clients
	▪ Total Active Cases
	TICKET TO WORK
	Applications by ticket holder
	Cases not assigned
	Case detail
	Ticket reimbursement tracking
	Total tickets assigned
	Total number server by Ticket To Work Center
	AUTHORIZATIONS AND CLAIMS
	Display a specific authorization
	Display authorizations for specific providers
	Display authorization summary by date
	Display outstanding authorizations by service type
	Print a Service/Vendor comparison report
	MISCELLANEOUS
	When logging on, inform counselors when they have program reviews that are due or overdue and allow them the option of printing a list

	Provide pop-up when logging on to inform the user when they have applications that are approaching the 60 day limit
RESPONSE	APPLICATION
	Provide pop-up when logging on to inform the user when a trial work experience is due for all cases in status 06
	Provide a “Training” database/system
	Print capability for all on-line inquiries
.....	CREATE BATCH REPORTS:
	All required Federal, State and BRS identified reports.
	DATA REPORTING STANDARDS
	Users can download data and easily populate fields/cells in applications such as MS Access or MS Excel to produce reports that match that user’s needs.
	The system must automatically produce reports required by the Rehabilitation Services Administration (RSA) from State agencies in administering Vocational Rehabilitation Services, and Independent Living Services.
	The system must produce these reports using the coding and format required by RSA for the RSA – 911, RSA – 113, and RSA - 2 reports.
	The system must also produce standard reports as defined by BRS for its use, using the coding and format it prescribes.
	Reports must be available online, and be printable.
.....	Examples of such reports include, but are not limited to:
	Caseload Performance Statistics
	Performance Statistics
	Performance Appraisal and Development
	INTERCONNECTIVITY STANDARDS
	The system must be able to exchange data in required formats with third party agencies, and within the State’s “Core-CT” system as defined.

1.I Financial Management Standards

RESPONSE	APPLICATION
	FINANCIAL MANAGEMENT STANDARDS
	TO CLARIFY BRS' EXPECTATIONS
	We expect the selected client system to act as a sub-ledger to our Peoplesoft General Ledger System.
	It will require that liquidated values, in the client system, agree with the corresponding account balances in our general ledger and financial systems.
	This expectation will require creation of authorization information, for transmission, to several sources and reposting of the information (liquidations) back into the appropriate authorization data on the client system.
	OPEN AUTHORIZATION FILE
	As an overnight function the client system will be required to first apply any liquidation that has been posted during the previous day to the client system.
	The system will generate a new Open Authorization File based on open authorizations.
.....	DIRECT CLIENT PAYMENTS
	Generation of a file to be passed to an existing application which will generate the authorization numbers, pass the formatted file to the Connecticut Department of Social Services

Subsection 2 - Detailed Project Workplan

The Bidder must provide a detailed project workplan, which addresses all tasks and subtasks required by Part III of this RFP, produced in Microsoft Project that includes:

- a. all tasks and subtasks required to accomplish the specified Project Phase;
- b. significant milestones/events as envisioned by the bidder;
- c. deliverables;
- d. deliverable submission dates;
- e. DSS/BRS review periods for deliverables;
- f. resources and deliverables required of DSS/BRS;
- g. all tasks broken down into subtasks, not to exceed two (2) staff weeks of effort per category;
- h. identification of the dependencies to a task/subtask;
- i. Gantt charts showing planned start and end dates of all tasks and subtasks; and
- j. Gantt charts by person, showing assignments and planned start and end dates of all assignments for resources.

Subsection 3 - Narrative of the Project Phases - Approach and Management

The Bidder must provide a narrative describing:

- a. the approach for each phase of the project that the bidder is proposing and the rationale of why the bidder is proposing this approach;
- b. caveats, constraints, or other limitations with the approach;
- c. the bidder's experience and working knowledge of the approach;
- d. formal status reporting procedures and schedules;
- e. a description of how the project workplan will be maintained;
- f. issue identification, tracking, and reporting procedures, including an automated tracking and management system with the information captured and tracked to be subject to the Department's approval, including the description of:
 - i. categorizing/prioritizing issues/problems;
 - ii. how the level of severity of an issue/problem shall be determined;
 - iii. how turnaround times for issue/problem resolution shall be determined;
 - iv. how issues will be assigned to a responsible party (or parties) for resolution; and
 - v. procedures for escalation of unresolved and/or late resolution of issues/problems;
- g. risk management, including a description of :
 - i. identification of risks;
 - ii. risk prioritization/severity determination;
 - iii. risk tracking;
 - iv. assignment to a responsible party (or parties) for adequate mitigation;
 - v. monitoring of risks; and
 - vi. mitigation procedures;
- h. change control and configuration management procedures;
- i. software development metrics utilized;
- j. management of subcontractor relationships, to ensure high quality performance of all subcontractor functions;
- k. personnel management functions, including hiring and firing and employee relocation;
- l. a discussion of the bidder's approach to contract management during the Design, Development, and Implementation Phases which addresses:
 - i. a proven system development methodology;
 - ii. how the bidder will achieve project milestones and key dates and ensure the timely completion of tasks;
 - iii. a detailed description of the bidder's approach to requirements definition, design, development, conversion, testing, and implementation;
 - iv. how the bidder will ensure that all security requirements are established, monitored, and maintained;
 - v. how the bidder will identify any equipment (hardware and software) needs;
 - vi. how the bidder will ensure the quality of work performed and that all requirements are met;

- vii. how the bidder proposes to interface with Department staff;
- viii. the bidder's approach to status meetings and written status reports;
- ix. the bidder's approach to deliverable completion;
- x. use of walkthroughs and joint reviews of deliverables or test results;
- xi. coordination of design decisions across all functional areas;
- xii. the bidder's approach to incorporation of new change orders developed during the Design, Development and Implementation Phases;
- xiii. reporting relationships; and
- xiv. a discussion of the bidder's project management approach for planning, organizing, and managing the staff and activities throughout the Design, Development and Implementation Phase.

Subsection 4 - Location of the Work Site

The bidder must describe the work site(s) that it proposes to use for the work during the Design, Development, and Implementation Phase. This includes the local site and a detailed description of any work that will be performed off-site. If any of the work is performed off-site, including work of subcontractor(s), the bidder shall describe how it shall assure quality and timeliness of the work done off-site.

9. Organization and Staffing - Technical Proposal Section I

This section of the Technical Proposal must address each of the requirements identified in Section B of Part III of this RFP.

A responsive proposal must list and identify the qualifications of key personnel to be used. At a minimum, key personnel shall include:

- **Project Manager:** A qualified project manager must have documented experience with managing similar software development projects
- **Technical Lead(s):** Qualified Technical Leads must have documented experience with current web-based technologies, network security, telecommunications, and software development
- **Database Analysts/Administrators:** Qualified Database Analysts/Administrators must have documented experience with current web-based technologies, server capabilities, software design and development, needs assessment, reporting tools, quality assurance, and documentation.
- **Programmers:** Qualified programmers must have documented experience with current web-based technologies and software development.

Organization Chart

Bidders shall submit an organizational chart for each phase of the Project.

Each organizational chart shall show all the staff to be used for all phases.

Staff Performance Management

The bidder shall describe its approach and the processes used to train staff and to monitor performance of staff.

D. COST PROPOSAL REQUIREMENTS

A responsive Cost Proposal shall include two (2) separate sections (with labeled tabs) presented in the following order.

- Section A – Financial Information;
- Section B – Pricing Proposal

Section A – Financial Information – To be considered responsive, this section of a Bidder's cost proposal shall include:

1. Audited Financial Statements for the two most recent fiscal years for which the statements are available. The statements must include a balance sheet, income statement and a statement of changes in financial position. Statements must be complete with opinions, notes and management letters. If no audited statements are available, explain why and submit un-audited financial statements.
2. Analysis and evaluation of future financial condition and stability.

Section B – Pricing Proposal – To be considered responsive, this section of a Bidder's cost proposal shall include:

1. Price Proposal – A completed Price Proposal as set forth in Appendix 9 of this RFP;
2. Hourly Rates: The contract between the resultant contractor and the Department may include payment provisions wherein the contractor will be compensated at an hourly rate for actual services performed by level of employee. To submit a responsive proposal **THE BIDDER SHALL** identify all proposed personnel with a corresponding all-inclusive hourly rate of compensation and an estimate of hours to be expended on this project.
3. Change Orders: To submit a responsive proposal **THE BIDDER SHALL** propose a methodology for identifying and implementing changes to agreed upon workplan including but not limited to the addition of related tasks, a change to established tasks, the estimated number of hours needed to complete the additional tasks or changes to tasks, the staffing level to be used and corresponding hourly rates of payment.

All mandatory proposal submission requirements are set forth in this RFP. Failure to adequately meet any one of the mandatory requirements may cause the Department to deem the entire proposal as non-responsive and to reject the proposal from further consideration. However, the

Department reserves the right to waive minor irregularities and minor instances of non-compliance.

Bidder proposals should be produced in an economical manner. Bidders should strive to utilize only as many pages as are necessary to convey their understanding, experience, solution and so forth, to the Department's requirements.

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PART V - PROPOSAL EVALUATION

A. Evaluation Of Proposals Objectives

The Department will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this competitive procurement effort.

B. Evaluation Organization:

An Evaluation Team will be established to assist the Department in selection of a Contractor. The Department reserves the right to alter the composition of this Team. The Evaluation Team will be responsible for the review and scoring of all proposals. This group will be responsible for the recommendation to the Commissioner of the Department. The Commissioner will notify the selected bidder(s) that the organization(s) has been awarded the right to negotiate a contract with the Department for this project.

C. Evaluation Phases:

The evaluation will be conducted in four phases:

Phase 1 - Evaluation of the Minimum Requirements

Phase 2 - Evaluation of the Part Two and Part III RFP requirements

Phase 3 – Optional Demonstration

Phase 4 – Evaluation of Cost Proposal requirements

Phase 5 – Proposal Ranking

1. *Phase 1 - Evaluation of the Minimum Requirements*

The purpose of this phase is to determine whether each proposal is sufficiently responsive to the minimum RFP requirements to permit a complete evaluation of the proposal. Proposals must comply with the instructions to bidders contained throughout. Failure to comply with the instructions may deem the proposal non-responsive and subject to rejection without further consideration. The Department reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are the submission and format requirements set forth in Part IV Sections A, B and C.

2. *Phase 2 - Evaluation -Technical Proposal – Parts II and III Requirements*

Only those proposals passing the minimum requirements will be considered in Phase 2. The State reserves the right to reject any and all proposals.

Each of the following requirements as set forth in Part IV Section C of the RFP will be considered.

Executive Summary
Management Plan
Technical Plan
Work Plan
Quality Assurance Plan
User Training/Support
Software Application Evaluation

The quality of the work plan and the project management will be evaluated including the organization, completeness and logic of the proposed plan. The evaluation will consider how comprehensive and knowledgeable the bidder is in responding to the functional and technical requirements outlined in this document.

The Department will evaluate the experience of key members of the team, corporate and individual resources, corporate qualifications and affirmative action achievement (as demonstrated on the Workforce Analysis Form) of the bidder and any Subcontractors. The Department will determine to what extent the organization and its key personnel have the ability to work effectively with the Department to develop and implement a successful system. The Department will also assess the capability of the organization to take on the additional workload that would be generated by this contract and the bidder's financial ability to undertake the contract. References will be checked.

3. *Phase 3 – Optional Demonstrations*

The Department reserves the right to require bidders to make oral presentations of their proposals and to interview the key personnel. It is in the Department's sole discretion to determine which bidders, if any, shall be invited to the Department to participate in an oral presentation and/or interviews. If the Department elects to conduct oral presentations and/or interviews, the tentative schedule for the oral presentations and/or interviews shall be during the week of October 20, 2006. The Department will provide a minimum of one (1) week advance notice of the presentation schedule. Only key personnel named in the bidder's proposal may attend the oral presentations and/or interviews.

The oral presentation may, at the Department's option, include a product demonstration of the VRCMIS. The purpose of the oral presentation is to provide the bidder with an opportunity to clarify its proposal. Original proposals may not be supplemented, changed, or corrected in any way. No comments about other bidder's proposals shall be permitted and bidders shall not be allowed to attend presentations by competitors.

4. *Phase 4 - Evaluation - Cost*

The Cost Proposal will only be evaluated for bidders who have met the minimum requirements of Phase 1 and achieved a minimum of 80% of the available points in Phases 2 and 3. The Business Proposal will be one of the principal factors considered in the evaluation of the entire proposal submission.

The Cost Proposal will be scored for cost and cost reasonableness. Cost reasonableness will be determined by examining the business narrative and the relationship between costs, personnel and the work plan outlined in the proposal.

The Cost comparison will be determined by comparing bid price information.

5. *Phase 5 – Ranking of the Proposals*

After the Evaluation Committee has scored the proposals, the points awarded will be totaled to determine the ranking. Recommendations, along with pertinent supporting materials, will then be conveyed to the Commissioner.

Part VI Appendices

- 1.** Procurement and Contractual Agreements
- 2.** Workforce Analysis Form
- 3.** Notification to Bidders
- 4.** Smoking Policy
- 5.** Certification Regarding Lobbying
- 6.** Affidavit – Integrity in State Contracting
- 7.** Prohibition on Campaign Contributions by Prospective State Contractors
- 8.** Terms and Conditions
- 9.** Price Proposal
- 10.** Forms and Exhibits

Appendix 1
PROCUREMENT AND CONTRACTUAL AGREEMENTS
SIGNATORY ACCEPTANCE

The terms and conditions contained in this Request for Proposal constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resulting contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

ACCEPTANCE STATEMENT

On behalf of _____ I, _____ agree to accept the Mandatory Terms and Conditions as set forth in the Department of Social Services' **"BRS VRCMIS Request for Proposals"**.

Signature

Title

Date

APPENDIX 2**WORKFORCE ANALYSIS FORM**

Contractor Name: _____ Total number of CT employees:

Address: _____ Full-time _____ Part-time _____

Complete the following Workforce Analysis for employees on Connecticut work sites who are:

Job Categories	Totals for all Columns - Male & Female	White (NOT OF HISPANIC ORIGIN)		Black (NOT OF HISPANIC ORIGIN)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		People With Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from _____ Visual Check _____ Employment Records _____ Other: _____													

WORKFORCE ANALYSIS (PAGE 2)

1. Have you successfully implemented an Affirmative Action Plan? Yes ___ No ___ Date of Implementation _____ If the answer is "No", explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan? Yes ___ No ___ Not Applicable _____ Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: Yes ___ No ___ Not Applicable _____ Explanation:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? Yes _____ No _____ Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes ___ No ___ Explanation:

Contractor's Authorized Signature

Date

[WFA 5/93]

APPENDIX 3

NOTIFICATION TO BIDDERS

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes, and when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations codified at Section 4-114a et. seq. of the Regulations of the Connecticut State Agencies establish a procedure for the awarding of all contracts covered by Section 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to “aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock or assets belong to a person or persons: “(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans..(2) Hispanic Americans. (3) Women. (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of Section 4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

1. The bidder’s success in implementing an affirmative action plan;
2. The bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
3. The bidder’s promise to develop and implement an affirmative action plan;
4. The bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market;
5. The bidder’s promise to set aside a portion of the contract for legitimate minority businesses (See section 4-114a3 (10) of the Contract Compliance Regulations) and to provide the Department set aside reports in a format required by the Department.

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form:

Signature

Date

On Behalf of:_____

Organization Name_____ Address_____

APPENDIX 4

SMOKING POLICY

Connecticut General Statutes

Sec. 31-40q. Smoking in the workplace: Definitions; employers to establish nonsmoking areas; exemptions. (a) As used in this section:

- (1) "Person" means one or more individuals, Departments, associations, corporations, limited liability companies, business trusts, legal representatives or any organized group of persons.
 - (2) "Employer" means a person engaged in business that has employees, including the state and any political subdivision thereof.
 - (3) "Employee" means any person engaged in service to an employer in the business of his employer.
 - (4) "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.
 - (5) "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.
- (b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under his control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer from designating an entire business facility as a nonsmoking area.

(c) The Labor Commissioner may exempt any employer from the provisions of this section if he finds that (1) the employer made a good faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer. (P.A. 83-268; P.A. 87-149, S.1,3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsec. (b) to require employers to establish sufficient nonsmoking areas in business facilities and added Subsec. (c) to enable the labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988; P.A. 91-94 amended Subsec. (a) by reducing the minimum number of employees from fifty to twenty in Subdiv. (4); P.A. 95-79 amended Subsec. (a) to redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsec. (b):

Cited. 224C. 666, 674.

APPENDIX 5

CERTIFICATION REGARDING LOBBYING

Contractor: _____

Period: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Typed Name & Title

Firm/Organization

Date

APPENDIX 6 – FORM 1
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Policies and Guidelines - Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u> <u>Date of Gift</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
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List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of

Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

APPENDIX 6 – FORM 2

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Policies and Guidelines

Campaign Contribution Affidavit
(Bid or Proposal)

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>
<u>Contribution Description</u>			

List information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

APPENDIX 6 – FORM 5

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

APPENDIX 7

Prohibition on Campaign Contributions by Prospective State Contractors

Pursuant to Public Act 05-05 of the October 25, Special Session, as amended by Public Act 06-137, effective on December 31, 2006, “principals” of state contractors and prospective state contractors are prohibited from donating and soliciting certain campaign contributions.

For purposes of this prohibition, a “prospective state contractor” includes the organization submitting a bid or proposal in response to this RFP. Effective December 31, 2006, the “principals” of a prospective state contractor are prohibited from making and soliciting contributions to, or for the benefit of, any candidate for statewide office, the General Assembly, or any political committee authorized to make contributions to any such candidate, or any party committee. This prohibition remains in effect throughout the entire term of the resulting contract for the organization awarded the contract through this RFP. For those prospective state contractors who are not awarded a state contract as a result of this RFP, the prohibition terminates upon receipt of notice that the resulting contract has been awarded to a different organization.

The bidder shall include a completed State Contractor Principals Selection Form – SC 2 (Rev. 7/2006) – To obtain an electronic copy of Form SC 2 send a request, via e-mail to the Issuing Office (Part 1 Section C) by e-mail.

APPENDIX 8

INFORMATION PROCESSING SYSTEMS AGREEMENT

The State's preferred Information Processing Systems Agreement is included in this appendix to this RFP. It represents a contract that the State believes is equitable to both the State and the selected vendor.

The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 29-35 of this Attachment as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

This Information Processing Systems Agreement, entered into this ____ day of _____, 20__, in Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Social Services, hereinafter referred to as the "State," located at 25 Sigourney Street Hartford, CT 06106, and _____, hereinafter referred to as the "Vendor," having its principal place of business at _____. Where contracting agency is referred to in this Agreement, it is understood to be the Department of Social Services.

The parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective in accordance with the provisions of Section 38. APPROVAL OF AGREEMENT and shall continue for three years.

There are two additional one-year options to extend that may be exercised at the sole discretion of the State or Department subject to successful negotiation. By mutual agreement of the parties, extensions of less than a full year may be negotiated.

2. DEFINITIONS

- a. "Department" as used herein, shall mean the Department of Social Services.
- b. "RFP" as used herein, shall mean the Request For Proposal No. _____ issued by the State on _____, 20__, concerning the DSS/BRS Vocational Rehabilitation Case Management Information System.
- c. "System" as used herein, shall mean Vendor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the requirements of the RFP as may be further defined pursuant to this Agreement.
- d. "Deliverable" as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Vendor's overall approach and solution to the requirements of the RFP, whether produced by the Vendor or by a third party as a supplier or subcontractor to the Vendor, that is agreed to be provided to the State by the Vendor pursuant to this Agreement.
- e. "Schedule of Deliverables" as used herein, which is attached to this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.
- f. "Invoice Schedule" as used herein, which is attached to this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Schedule of Deliverables, Purchase Orders or Change Orders, subject to State acceptance of associated Deliverables.

- g. "Deliverable Price Schedule" as used herein, which is attached to this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.
- h. "Alterations" as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Vendor design and/or operation specifications.
- i. "Improvements" as used herein, shall mean Vendor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by a Department and reported to Vendor.
- j. "Purchase Order" as used herein, shall mean a document issued by the State's Contracts & Purchasing Division on behalf of the Department for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.
- k. "Licensed Software" as used herein, shall mean computer program(s) acquired from Vendor under an agreement whereby the State acquires the right to use the product but does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.
- l. "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.
- m. "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.
- n. "Specifications" as used herein, shall mean the Vendor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.
- o. "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be between 7:00 AM and 7:00 PM, Monday through Friday, exclusive of published State holidays
- p. "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance). (NRC: reconcile this w/ definition in Att#6)
- q. "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of any field or Pilot Test, for each Phase of Implementation.

3. ACQUIRING DELIVERABLES

- a. Subject to the terms and conditions of this Agreement, Vendor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such

Deliverables shall be available in the Deliverable Price Schedule and listed in Purchase Orders issued by the Contracts and Purchasing Division. Such Purchase Orders shall contain, at minimum, the following related information:

1. Delivery Site and Department Contact Person
2. Identity of this Agreement by Reference Number
3. Vendor Contact Person and Contact Information
4. For hardware and software Deliverables
 - (a) Installation PU and Operating System
 - (b) Product Number, Description and Quantity
 - (c) Applicable rate, license term, and quantity extensions
 - (d) Applicable installation and other one-time charge rate(s)
 - (e) Applicable maintenance and support provisions and rate(s)
 - (f) Applicable product maintenance and support zone & surcharge rate(s)
- b. For services
 1. Description of service
 2. Quantity of hours or days to be purchased, by service level classification
 3. Applicable Project Implementation and Quality Assurance Plans
- c. Purchase Order Schedule of Deliverables
- d. Current Deliverable Price Schedule
- e. Purchase Order Invoice Schedule
- f. Purchase Order Total Cost
- g. Valid authorization from Contracts and Purchasing Division
- h. Any Purchase Order, which has been accepted by the Vendor, shall be immediately attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Purchase Order is terminated upon State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Purchase Order shall be known as an "Attachment" and shall hereinafter be referred to as such.
- i. Vendor may supplement the Deliverable Price Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Vendor representative then legally empowered to so act.
- j. Upon State receipt of ninety (90) calendar days' prior written notice, Vendor may update the Deliverable Price Schedule pricing by amending the Deliverable Price Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Deliverable Price Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any State of Connecticut fiscal year. In no case shall any such increase exceed Vendor's published prices then applicable to local governments and other States. State shall provide Vendor written acknowledgement, for Vendor's records, of such received amendment.

- k. Deliverables ordered prior to the effective date of any Deliverable Price Schedule pricing increase shall enjoy protection from rate increase during their initial terms.
- l. Vendor shall provide State with a discount on any Deliverable Price Schedule pricing according to Vendor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Deliverable Price Schedule, whichever is greater.
- m. The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests, on any designated PU specified in a Purchase Order and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the Department's users to use the Licensed Software on any other PU.
- n. Notwithstanding the foregoing restrictions on use, the Department may use the Licensed Software Deliverable on another PU or Site in the following circumstances:
 - o. If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
 - p. If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, Department shall give Vendor written notice of such intended use and such other use shall be subject to Vendor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
 - q. If the Department designated PU is removed to another location, the Department may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the Department shall give Vendor written notice of such intended movement and such movement shall be subject to Vendor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
- r. The Department may make a maximum of five (5) copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the State associated with the making of these copies. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Vendor. All such copies shall be subject to the terms and conditions of this Agreement.

4. PROJECT ADMINISTRATOR

- a. The Department shall designate a Project Administrator, who shall be replaced at the sole discretion of the Department. The Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any

Deliverable(s) initially acquired/installed from the Vendor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the Department is required, by terms of this Agreement to provide written notice to the Vendor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the Department.

- b. The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Vendor. For each of these milestones and all associated deliverables, the Supplier will submit a standard State invoice, CO-17 "INVOICE – VOUCHER FOR GOODS OR SERVICES RENDERED TO THE STATE OF CONNECTICUT", along with a copy of the Department's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.
- c. Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Schedule of Deliverables must be executed according to the provisions of Section 5. CHANGE ORDERS.

5. CHANGE ORDERS

- a. The Department may at any time, with written notice to Vendor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Vendor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Vendor without charge to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Vendor at its sole cost and expense.
- b. The written change order request shall be issued by the Department. As soon as possible after Vendor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Vendor shall provide the Department with a written statement that the change has no price impact on the Vendor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Deliverable Price Schedule.
- c. No change order shall become effective, nor shall there be any change in the Schedule of Deliverables, until Vendor's receipt of an applicable Purchase Order with an accompanying Purchase Order (CO-94) or Purchase Order Change Notice (CO-95). No employee, officer, or representative of the Department, including the Department Project Administrator, or the Vendor shall circumvent the intent of this section.

6. DELIVERY, INSTALLATION & DEINSTALLATION

- a. Department shall undertake at its own expense to prepare and make available to Vendor the site of installation of any hardware Deliverable in accordance with Vendor furnished Specifications. If preparation for installation has not been completed, the State shall so notify Vendor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the State installation site requirements do not meet Vendor Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.
- b. Vendor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Vendor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Vendor's published rates.
- c. Vendor represents and warrants that it shall complete installation of the System in accordance with the Schedule of Deliverables.
- d. Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Vendor's prices then in effect for such services

7. DELIVERABLE EVALUATION & ACCEPTANCE

- a. Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Vendor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Vendor, said period shall commence on the Department work day next following written Vendor notification to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as thirty (30) contiguous days of Deliverable performance and Vendor service which satisfies State criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT and Section 10. HARDWARE MAINTENANCE & SUPPORT. For a Deliverable installed by Department, said period shall commence on the Department workday next following receipt of the Deliverable by Department.
- b. Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Vendor's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Vendor and Department.
- c. Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department and verified on State Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the State's SDP-6 "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The Department agrees to complete any required Vendor acceptance certificate.

- d. If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the Department may then release the Deliverable to Vendor and be relieved of all financial obligations therefor.
- e. Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the "Acceptance Date" shall mean the first workday following the successful System evaluation and acceptance period.

8. PAYMENTS & CREDITS

- a. The Department shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Vendor invoice applicable to the calendar month or other period during which Vendor has the obligation to provide the Deliverable to the Department (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.
- b. Payment of Vendor charges for any license term or license maintenance and support term shall entitle the Department to use the Deliverable, free of any usage charges, at the Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.
- c. Vendor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Vendor agrees that the Department shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Vendor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder. No Deliverable assignment by Vendor shall relieve Vendor of any obligations under this Agreement without prior written Department consent in each such instance.
- d. The Department shall be liable to Vendor for a charge for an item that is not listed on the Deliverable Price Schedule only if the related order has been placed by an authorized State representative. Any Vendor time and materials charge shall reflect only reasonable expenditures actually incurred by Vendor in rendering Department services at the Deliverable installation site.
- e. Vendor shall furnish separate invoices for each Purchase Order; and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.
- f. When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.
- g. Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:
 - 1. If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.

2. If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
 3. For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Vendor shall continue to provide the Department with maintenance and support services provided the Department elects to pay Vendor the applicable maintenance and support charges then in effect.
 4. For each subsequent year, Vendor's obligation to provide maintenance and support services and Department's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the State at least thirty (30) days prior to such renewal date.
- h. It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after the acceptance of the Deliverable or services being rendered, as applicable, after having received the Vendor invoice.
 - i. Failure by the Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Vendor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.
 - j. Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:
 1. The Department shall pay Vendor within forty-five (45) days after Deliverables have been accepted by the Department and an invoice in accordance with the Invoice Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables, however, such charges shall not exceed the associated "not-to-exceed cost" in accordance with the Invoice Schedule.
 2. There shall be a ten percent (10%) holdback from the monies that are due for each Deliverable accepted by the Department.
 3. Upon successful completion of the System evaluation and acceptance period, determined by the Department and verified on State Form SDP-6, Department shall pay Vendor one-half of the holdback monies.
 4. Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Vendor.

9. SOFTWARE MAINTENANCE & SUPPORT

- a. After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Vendor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the Department as follows:

1. Vendor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
 2. Vendor shall provide Improvements which may be available to Vendor to any Deliverable
 3. Vendor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment
- b. Maintenance and support services shall be provided by the Vendor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Vendor by the Department before the end of the initial term or any renewal term of maintenance and support services.
 - c. Vendor shall maintain sufficient and competent Deliverable support services staff to satisfy the Vendor obligations specified herein for any Deliverable.
 - d. Vendor shall have full and free access to any Deliverable to provide required services thereon.
 - e. If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Vendor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Vendor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.
 - f. Vendor shall typically respond to the Department's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests during Department weekday working hours (8:00 A.M. to 5:00 P.M. Eastern Time and any additional hours covered by this Agreement). Failure to provide reasonable and competent telephone assistance, in the State's sole determination, within the four (4) hour period shall entitle Department to either credit or reimbursement against current charges payable to the Vendor, for a non-perpetual license in the amount of ten percent (10%) of the Vendor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Vendor. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Vendor.

10. HARDWARE MAINTENANCE & SUPPORT

- a. Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Vendor maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.
- b. Vendor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Vendor, however, this provision does not preclude Vendor granting approval for such performance by persons not representing the Vendor.
- c. Vendor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11. SYSTEM RELIABILITY.
- d. Vendor shall have full and free access to any hardware Deliverable to provide required service thereon. Vendor shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.
- e. Preventive maintenance shall be provided at a time mutually agreeable to Department and Vendor, and may be charged to Department at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.
- f. Vendor shall typically arrive at the System site within four (4) hours upon receipt of Department request for PPM. Unless other arrangements are agreed to by Department, should the Vendor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the State for Non-PPM service. At the expiration of the grace period, the State shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.
- g. At Department's option, any Vendor PPM service may be extended to cover any Non-PPM period by the State's ordering and paying for such additional Maintenance coverage period(s) according to the Deliverable Price Schedule's provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Deliverable Price Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Vendor.

11. SYSTEM RELIABILITY

- a. The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or

failures that preclude productive Department use of the System according to the agreed requirements and Vendor operating specifications.

- b. The required reliability (Computed % Reliability) for the System during any calendar month is ninety-nine percent (99%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to two hundred seventy (270) hours, which shall be deemed to correspond to PPM during each calendar month (plus any additional hours of said System use by Department during said month wherein those hours are covered by this Agreement), and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use.

EXAMPLE:

Given: Available-Time-per-Month was 270 hours.
Downtime-per-Month was 2.70 hours.

$$\text{Then: Computed \% Reliability} = \frac{(270 - 2.70)}{270} = 99\%$$

- c. A given instance of System downtime shall start after receipt by the Vendor of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Vendor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:
1. Any nonproductive System use time caused by the Department or the Department's authorized third party
 2. Any non-productive System use time during Non-PPM, unless Department orders its maintenance during Non-PPM at the then applicable additional charges for such service
 3. Any time during which the Department fails to make the System available for Vendor's remedial service

12. SYSTEM WARRANTIES

- a. Vendor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Vendor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Vendor shall modify, adjust, repair and/or replace such Deliverable(s), at

no charge to Department, as necessary to maintain ongoing System reliability according to Section 11. SYSTEM RELIABILITY.

- b. If the ongoing performance of Vendor maintenance and support of the System or if the System does not conform to Section 11. SYSTEM RELIABILITY, the Department shall give Vendor written notice of performance deficiencies. Vendor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Vendor shall be in material default of this Agreement.
- c. In addition to as may otherwise be provided in this Agreement, any material default by the Vendor during the Warranty Period, the State may, by written notice to Vendor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Vendor shall reimburse Department of all monies paid by Department to Vendor under this Agreement.

13. OTHER WARRANTIES

- a. Vendor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Vendor hereby warrants that a software Deliverable installed by Vendor, or installed by the Department in accordance with Vendor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Vendor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Vendor or its representative.
- b. If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Vendor written notice of performance deficiencies. Vendor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Vendor shall be in material default of this Agreement and the State at its option may thereupon:
 - 1. In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
 - 2. Request Vendor to replace said Deliverable at Vendor's expense with a functional Deliverable or competent service.
 - 3. Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund of monies paid to the Vendor according to the following schedule:
 - i. Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with
Acceptance Date in:

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded

- ii. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the Department to the Vendor applicable to the period following default shall be refunded to the Department.

- c. The Vendor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

- a. Vendor hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.
- b. Vendor agrees to indemnify, hold harmless and defend the State and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any software Deliverable, except where the Department modifies or adapts said Deliverable without Vendor consent. Vendor agrees to satisfy any final award arising from any said claim or proceeding. The State or the Department agrees to give Vendor prompt written notice of any impending said claim or proceeding, and agrees to Vendor's right to conduct any defense thereof.
- c. In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Vendor may, at its discretion:
 - 1. Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
 - 2. Obtain for said Department the right to continued Deliverable use
 - 3. If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:

- i. Where the license specified in the applicable Attachment is less than perpetual, Vendor shall promptly refund the Department the amount of the fees paid to the Vendor for the portion of the applicable term found to be infringing
- ii. Where the license specified in the applicable Attachment is perpetual:
 - a. Periodic Payment License: Vendor shall promptly refund the Department the amount of the fees paid to the Vendor for the portion of the applicable term found to be infringing
 - b. Lump-Sum Payment License: Vendor shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Vendor applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:

1st - 12th month:	100% of license fee paid
13th - 24th month:	75% of license fee paid
25th - 36th month:	50% of license fee paid
37th month and over:	25% of license fee paid

- 4. Vendor shall have no liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended and Vendor has provided written notification to said Department of such inappropriate use.

15. CONFIDENTIALITY; NONDISCLOSURE

- a. All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.
- b. The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its

employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.

- c. The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.
- d. Vendor hereby agrees that:
 - 1. All Department information exposed or made available to Vendor or its representatives is to be considered confidential and handled as such.
 - 2. Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Vendor and its representatives.
 - 3. All Department security procedures shall be adhered to by Vendor and its representatives.
- e. It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

16. DELIVERABLE REPLACEMENTS & UPGRADES

- a. The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Vendor shall provide the State with a discount or credit according to Vendor's policy then in effect or according to the credit shown below, whichever is greater:
 - 1. Replacement Deliverable that was provided by the Vendor under a lump sum payment perpetual license

Period license of replaced Deliverable has been in effect starting with
Acceptance Date:

1st - 12th month:	75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month:	50% of license fee paid shall be credited toward fee for Replacement Deliverable
25th - 36th month:	25% of license fee paid shall be credited toward fee for Replacement Deliverable

37th month and over: No credit toward fee for Replacement Deliverable

2. Replaced Deliverable that was provided by the Vendor under a periodic payment license:
License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.
3. Replaced Deliverable that was provided by the Vendor under a lump-sum payment non-perpetual license:
There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.
4. The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.
5. Vendor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

17. RISK OF LOSS & INSURANCE

a) The Department shall not be liable to Vendor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department gross negligence.

b) In the event Vendor employees or agents enter premises occupied by or under control of a Department in the performance of their responsibilities, Vendor shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Vendor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 35. WORKERS' COMPENSATION.

18. DELIVERABLE ALTERATIONS

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Vendor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or Department.

b) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Vendor, promptly restore the Deliverable to its pre-altered condition.

c) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Vendor shall void the obligations of Vendor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Vendor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Vendor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

19. LIMITATION OF LIABILITY

- a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.
- b) Vendor shall indemnify, defend and hold harmless the Department and the State from and against all:
 - 1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the "Acts") by the Vendor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Vendor is in privity of oral or written contract (collectively, "Vendor Parties")
 - 2) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Vendor's or Vendor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement
 - 3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. SOURCE CODE ESCROW

- a) Vendor agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Vendor within fourteen (14)

days of a request of the Department. Vendor shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Vendor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

- 2) If Vendor or its successors or assignees discontinues support of the Deliverables for any reason.

b) Vendor shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Vendor to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 21. shall remain with Vendor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Vendor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

22. REMEDIES AND LIQUIDATED DAMAGES

A. UNDERSTANDING AND EXPECTATIONS

The Vendor agrees and understands that the Department or the State may pursue contractual remedies for both programmatic and financial noncompliance. The Department, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The Department's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the Department may have at law or equity. The remedies described in this Section are directed to the Vendor's timely and responsive performance of the Deliverables.

B. ADMINISTRATIVE REMEDIES

a) Vendor responsibility for improvement: The Department expects the Vendor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Vendor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Schedule of Deliverables or this Agreement must improve within thirty (30) days of written notice from the Department regarding the deficiency.

b) Notification and interim response: If the Department identifies areas of Vendor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Vendor of such deficiency or exception. Vendor shall within three (3) business days of receipt of written

notice of such a non-material deficiency, provide the Department Project Manager a written response that

- 1) Explains the reasons for the deficiency, the Vendor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or
- 2) If Vendor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Vendor's proposed cure of a non-material deficiency is subject to the approval of the Department. Vendor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) Corrective Action Plan: the Department may require the Vendor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Vendor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Vendor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Vendor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

d) Additional remedies: the Department at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

- 1) Corrective Action Plans
- 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the vendor, at no cost to the Department, to address performance issues
- 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the vendor's performance or non-performance under this Agreement
- 4) Assess liquidated damages pursuant to Section 22.3, below, and deduct such damages against Vendor payments as set-off

The Department will formally notify the Vendor of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Vendor is required to file a written response to such notification in accordance with paragraph (b) of this Section.

e) Review of administrative remedies: Vendor may request a review of the imposition of the foregoing remedies. Vendor must make the request for review in

accordance with Section 14 herein within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

C. LIQUIDATED DAMAGES

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Vendor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Vendor fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Section.

a) Failure to Provide Deliverables: In the event the Vendor fails to provide Deliverables in accordance with the Schedule of Deliverables, the State may assess a liquidated damage of \$2,000 each business day of such failure.

b) Failure to Return to Normal Operating Condition: In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Vendor fails to return the System to normal operating condition, or activate interim manual operations as per the requirements of the RFP, within four (4) working hours following notification, the Department may assess a liquidated damage of \$1,000 per hour beyond the eight (8) working hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Vendor, or \$60,000, whichever is greater

c) Introduction of Software Virus: In the event Vendor introduces any software virus into the System or any other the Department or state agency system, the Department may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within eight (8) working hours will result in liquidated damages of \$5,000 per hour beyond the initial eight working hours. Should a software virus introduced by the vendor cause any other State system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each State system. Vendor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Vendor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Vendor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Vendor, or \$300,000, whichever is greater

d) Vendor's Responsibility for Substandard Performance: The Vendor shall be responsible for ensuring that performance for a particular activity or result that falls below the Schedule of Deliverables, Measures of Success, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Vendor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the Department may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Vendor's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the Department may have at law or equity, including Termination.

- e) Right to Terminate on Failure to Cure: If the Vendor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein
- f) Vendor responsibility for associated costs:
 - 1) If the State terminates this Agreement pursuant to this Section, Vendor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Vendor's non-compliance or substandard performance, including costs to replace the Vendor and procure related products and services
 - 2) Vendor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Vendor's performance under this Agreement
- g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement
- h) Method of Payment: The State may elect to assess a liquidated damage directly to the Vendor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Vendor or which become due at any time thereafter

23. TERMINATION OF AGREEMENT

This Section 23 TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 22 remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

- a) Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

- b) Default by the Vendor

The State may, by written notice to Vendor, signed by the Project Administrator, terminate the Vendor's right to proceed under this Agreement if the Vendor:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
- 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
- 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Vendor at least thirty (30) days' prior written notice

Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Vendor corrects said failure(s) within thirty (30) days after receipt by the Vendor of such written notice. In the event of such Agreement termination, the Vendor shall reimburse Department of all monies paid by Department to Vendor under this Agreement and Vendor shall

be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20. FORCE MAJEURE.

c) Termination by the Project Administrator

The Project Administrator, by sixty (60) days' prior written notice to the Vendor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the Department to do so. In the event of such termination, the Vendor will be compensated by Department for work performed prior to such termination date and for all reasonable costs to which the Vendor has, out of necessity, obligated itself as a result of this Agreement.

24. TERMINATION OF PURCHASE ORDERS

In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Vendor, any license or associated service on any Attachment by releasing Vendor from further responsibility to provide the Deliverable, under the following conditions:

a) Termination in the Interest of Department

Upon thirty (30) days' prior written notice to Vendor, a Department may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Vendor will be compensated for all work performed prior to and including such termination date.

b) Lack of Continued Funding

Upon ninety (90) days' written notice to Vendor, a Department may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Vendor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Vendor:

Return the Deliverable to Vendor; and Purge all copies of the Deliverable or any portion thereof from all PU's and from any computer storage medium or device on which the Department has placed Deliverable.

25. GENERAL PROVISIONS

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Vendor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Vendor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

f) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.

g) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

h) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Vendor.

i) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Vendor shall provide said Department with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

- 1) Department may retain and continue to use the old version of the Deliverable and return the new version to Vendor and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

- 2) Department may retain and use the new version of the Deliverable and return the old version to Vendor, provided that any difference in the applicable

license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

OR

- 3) Department may retain and use both versions of the Deliverable, provided Department pays Vendor the applicable license fees and maintenance and support charges for both versions of the Deliverable.

j) Vendor covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Vendor's advertising or news releases.

k) Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Vendor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Vendor's performance of any work under this Agreement shall be owned solely by the State upon creation and Vendor shall have no rights in such property and Vendor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.

l) Notwithstanding the foregoing, the State grants Vendor rights to use, sell, distribute and incorporate within Vendors Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Vendor produces or that is the direct result of Vendor's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Vendor and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Vendor will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 27.

COMMUNICATIONS of this Agreement.

m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

n) The following items are hereby incorporated into this Agreement by reference:

- 1) The RFP No. _____ issued on _____, 20__
- 2) Vendor Conference Questions and Answers dated _____, 20__
- 3) Questions and Answers dated _____, 20__
- 4) Vendor's Proposal in response to the State's RFP.

o) Neither Department nor Vendor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.

p) The Department, DOIT, HHS, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records

of the Vendor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.

q) Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement

26. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Vendor proposal and this Agreement, the order of precedence is:

- 1) This Agreement
- 2) The Vendor's Proposal in response to the State's RFP
- 3) Vendor Conference Questions and Answers dated _____, 20__
- 4) The RFP

27. COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: State of Connecticut
Department of Social Services
Contract Procurement, 9th Floor
25 Sigourney Street
Hartford, CT 06106

Vendor: As stated in page one of this Agreement.

Details regarding Vendor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Purchase Order

Vendor: The individual designated by Vendor in the Proposal or other response to the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

28. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

- a) For the purposes of this section:

- 1) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - a. Who are active in the daily affairs of the enterprise
 - b. Who have the power to direct the management and policies of the enterprise
 - c. Who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means the degree of diligence that a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements
 - 2) "Commission" means the commission on human rights and opportunities
 - 3) "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees
- b) The Vendor agrees and warrants that in the performance of the contract:
- 1) Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Vendor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Vendor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Vendor that such disability prevents performance of the work involved.
 - 2) In all solicitations or advertisements for employees placed by or on behalf of the Vendor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.
 - 3) To provide each labor union or representative of workers with which Vendor has a collective bargaining agreement or other contract or understanding and each vendor with which Vendor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) To comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f.
- 5) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Vendor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Vendor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - c) Determination of the Vendor's good faith efforts shall include but shall not be limited to the following factors: The Vendor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - d) The Vendor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - e) The Vendor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
 - f) The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

29. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

- a) The Vendor agrees and warrants that in the performance of the contract:
 - 1) Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation

- 2) To provide each labor union or representative of workers with which Vendor has a collective bargaining agreement or other contract or understanding and each vendor with which Vendor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment
- 3) To comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes
- 4) To provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Vendor which relate to the provisions of this section and section 46a-56 of the general statutes.

b) The Vendor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c) The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

30. EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated and are made a part of this contract as if they had been fully set forth in it. These Executive Orders can be found in their entirety at the following web address:

http://www.das.state.ct.us/Purchase/Info/Executive_Orders3-16-17-7C_Complete_Text.pdf

31. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of the Vendor takes or threatens to take any personnel action against any employee of the Vendor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Vendor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) Vendor shall post a notice of the provisions of this section in a conspicuous place that is readily available for viewing by the employees of the Vendor.

32. GENERAL STATUTES, SECTION 1-218

This contract is subject to the provisions of Connecticut General Statutes §1-218. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

33. GENERAL STATUTES SECTION 4D-31

Contracts, subcontracts, amendments to include State Comptroller's specifications. Each contract, subcontract or amendment to a contract or subcontract shall include any specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the contractor or subcontractor, shall be compatible with and support the state's core financial systems, including but not limited to, accounting, payroll, time and attendance and retirement systems.

34. GENERAL STATUTES SECTION 4D-32

Subcontract awards. (a) No contractor shall award a subcontract for work under a contract or for work under an amendment to a contract without the approval of the Department of (1) the selection of the subcontractor and (2) the provisions of the subcontract. (b) Each such contractor shall file a copy of each executed subcontract or amendment to the subcontract with the Department, who shall maintain the subcontract or amendment as a public record, as defined in section 1-200.

35. GENERAL STATUTE SECTION 4D-40

General Assembly access to state agency records under contracts, subcontracts and amendments thereto. The Parties agree that pursuant to C.G.S. Section 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices had on July 1, 1997.

36. GENERAL STATUTES SECTION 4D-44

This contract is subject to the provisions of Connecticut General Statutes Section 4d-44 – Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Vendor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the State or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Vendor or subcontractor. Vendor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which Vendor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by Vendor or subcontractor the opportunity for reemployment with the State.

37. WORKERS' COMPENSATION

Vendor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

38. APPROVAL OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

39. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Schedule of Deliverables, the Invoice Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 36 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS PURPOSELY LEFT BLANK

40. SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4-8, 4d-8 and 17b-3 of the General Statutes.

BY:

The State of Connecticut
Department of Social Services

Printed Name

Signature

Title

Date

BY:

The State of Connecticut
Department of Social Services

Printed Name

Signature

Title

Date

APPROVED AS TO FORM:

Office of the Attorney General State of Connecticut

DATE _____

APPENDIX 9 - PRICE PROPOSAL

<u>Description of Deliverable</u>	<u>Progress %</u>	<u>Completion</u>	<u>Payment</u>
Notice to Proceed	-		-
HARDWARE	100%		100%
SOFTWARE	-		-
▪ Needs Assessment Phase	6%		15%
▪ Planning Phase	12%		15%
▪ Design Phase	32%		20%
▪ Development Phase	65%		20%
▪ Testing Phase	85%		20%
▪ Implementation Phase	100%		10%

TOTAL (FIRST YEAR) Contract Amount \$ _____

A Vendor may include additional spreadsheets that identify detailed costs within each phase but the summary format depicted above must be provided.

LIQUIDATED DAMAGES WILL BE ASSESSED ON MISSED DELIVERABLES.

Liquidated damages, unless otherwise specified herein, are defined as \$2,000 per day for each day the Vendor fails to meet its proposed implementation timelines or fails to remain in compliance with the Submission Requirements, the general contractual provisions. Liquidated damages will accrue during the deliverables phase of the contract. Additional systems performance standards for effectiveness, response time, and other industry performance standards for Systems acceptance will be negotiated by the Vendor and the Department during contract negotiations.

PERIODIC MONTHLY CHARGES FOR OPTION A ONE-YEAR RENEWAL TERMS

The State of Connecticut does enter into multi-year agreements. A responsive proposal will include the submission of two (2) price proposals. The first price proposal will be the initial three-year contract, with two one-year renewals (Option A). The second price proposal will be for a five-year contract (Option B).

THE STATE OF CONNECTICUT requires that a basis for establishing pricing for these renewal terms be included in the Price Proposal Section. It will be used to evaluate the acceptability of the Vendor's proposal over all. The Vendor should propose in detail how pricing for renewal periods will be done. Escalation rates with a Not-to-Exceed cap will be evaluated positively.

The services provided in the monthly periodic charge must be described in detail. If they would normally be variable based on some quantity, the quantity used in the calculation must be disclosed (i.e., BRS users, Primary Clients, Total Clients, percent per year). A

periodic price based on transaction volumes, communication time, media storage and other parameters outside the control of BRS will not receive a favorable evaluation. The periodic monthly charges in the last month of the First Year Contract Period, along with any variable quantity base must be used for the basis of escalation of services during the subsequent renewal terms under either Option A or Option B.

TOTAL (FIRST YEAR) Contract Amount \$ _____

OPTION A

Initial Three-Year Contract Term:	Price: _____
First One-Year Renewal Term (Year 4):	Price: _____
Second One-Year Renewal Term (Year 5):	Price: _____

OPTION B

Five-Year Contract Term:	Price: _____
---------------------------------	--------------

APPENDIX 10 FORMS AND EXHIBITS

A sampling of certain forms is provided for reference, however the proposed system must be capable of providing all regulatory documents required by either the Federal Government or State of Connecticut and not limited to the sample shown

- 1.) Change Request Form
- 2.) RSA 911 (Record Layout Sample)
- 3.) RSA 2 (Report Sample)
- 4.) RSA 113 (Report Sample)
- 5.) RF 1 Intake Questionnaire
- 6.) RF 2 Application for Services
- 7.) RF 5 Health Check List
- 8.) RF 6 Authorization for Release/Disclosure Of Personal Information
- 9.) Contact Notes
- 10.) F 19 Waiver Letter
- 11.) Commitment Form
- 12.) RF 3 Certificate of Eligibility/Ineligibility
- 13.) RF 3 SSA Certificate of Eligibility/Ineligibility
- 14.) F 15 Eligibility Letter
- 15.) RF 7 Did not meet Order of Selection Criteria (Put on a Waiting List)
- 16.) F 20 Extended Evaluation Plan
- 17.) RF 8 Ineligibility Letter
- 18.) RF 4 Individual Employment Plan
- 19.) Commitment and Payment Report (Report Sample)
- 20.) VR-21 Consumer/Student Financial Information Exchange Form
- 21.) VR-21 Worksheet, Instructions and Guidance

1. CHANGE REQUEST FORM

Change Request Form

Change No: _____ **Change Request Date:** _____
(added by Project Manager): (mm/dd/yyyy)

Project Name: _____

Change Requestor: _____

Change Urgency: _____ (H-M-L)

Change Description: _____

(Insert a brief description of the project changes requested. This should include any changes to resources, deliverables, timescales and/or budgets)

Reason for Change: _____

(List and describe the reason the change is being requested and/or needed)

Schedule Impact: _____

(Describe how this change will impact (positively or negatively) the schedule of the project)

Business Impact: _____

(Describe the impact to the business if this change is implemented (e.g. additional resources required, reduce process efficiency, organizational structure changes required))

Technical Impact: _____

(Describe the impact to IT proposed systems if this change is implemented (e.g. integration required, temporary Downtime, new proposed systems processes required)

Change Benefits: _____

(Describe the financial and non-financial benefits associated with the implementation of this change e.g. reduced transaction costs, improved performance, enhanced customer satisfaction)

Change Costs: _____

(Describe the financial and non-financial costs associated with the implementation of this change, e.g. \$x budget required, temporary reduction in staff performance)

Supporting Documentation: _____

(Add or attach any documentation references, which may substantiate this change)

Impact to Other Projects: _____

(List how the change may impact other projects that are in development or already in production)

Requestor Signature: _____ **Date:** ____/____/____

Project Manager Signature: _____

2. ***RSA 911 RECORD LAYOUT SAMPLE***

RP	ELEMENT	
1	1. Agency Code	
2		
3		
4	2. Social Security Number	
5		
6		
7		
8		
9		
10		
11		
12		
13	3. Closure Order	
14	4. Previous Closure	
15	Year	5. Date of Application
16		
17		
18		
19	Month	
20		
21	Day	
22		
23	Year	6. Date of Birth
24		
25		
26		
27	Month	
28		
29	Day	
30		
31	7. Gender	
32	White	8. Race & Ethnicity
33	Black or African American	
34	American Indian or Alaska Native	
35	Asian	
36	Native Hawaiian or Other Pacific Islander	
37	Hispanic or Latino	
38	9. Source of Referral	
39	10. Level of Education Attained at Application	
40	11. Individualized Education Program (IEP)	
41	12. Living Arrangement at Application	
42		
43	13 Primary Disability	
44		
45		
46		
47	14. Secondary Disability	

48		
49		
RP	ELEMENT	
50		
51	15. Employment Status at Application	
52		
53	16. Weekly Earnings at Application	
54		
55		
56		
57	17. Hours Worked in a Week at Application	
58		
59	SSI	
60	TANF	18. Type of Public Support at Application
61	General Assistance	
62	SSDI	
63	Veteran's Disability	
64	Worker's Compensation	
65	Other Public Support	
66	SSDI	
67		19. Monthly Public Support Amount at application
68		
69		
70	SSI	
71		
72		
73		
74	TANF	
75		
76		
77		
78	All Other Public Support	
79		
80		
81		
82	20. Primary Source of Support at Application	
83	Medicaid	
84	Medicare	21. Medical Insurance Coverage at Application
85	Public Insurance from Other Sources	
86	Private thru Own Employment	
87	Private thru Other Means	
88	Year	
89		22. Date of Eligibility Determination
90		
91		
92	Month	
93		
94	Day	
95		
96	Year	
97		23. Date of Individualized Plan for Employment
98		

99		
100	Month	
RP	ELEMENT	
101		
102	Day	
103		
104	24. Cost of Purchased Services	
105		
106		
107		
108		
109		
110	Assessment	
111		25. Services Provided
112	Diagnosis & Treatment	
113		
114	Vocational Rehabilitation Counseling & Guidance	
115		
116	College or University Training	
117		
118	Occupational/Vocational Training	
119		
120	On-the-job Training	
121		
122	Basic Academic Remedial or Literacy Training	
123		
124	Job Readiness Training	
125		
126	Disability Related Augmentative Skills Training	
127		
128	Miscellaneous Training	
129		
130	Job Search Assistance	
131		
132	Job Placement Assistance	
133		
134	On-the-job Supports	
135		
136	Transportation	
137		
138	Maintenance	
139		
140	Rehabilitation Technology	
141		
142	Reader	
143		
144	Interpreter	
145		
146	Personal Attendant	
147		
148	Technical Assistance	
149		

150	Information & Referral	
151		
RP	ELEMENT	
152	Other	
153		
154	26. Level of Education Attained at Closure	
155	27. Occupation at Closure	
156		
157		
158		
159		
160		
161	28. Employment Status at Closure	
162	29. Competitive Employment	
163	30. Weekly Earnings at Closure	
164		
165		
166		
167	31. Hours Worked at Closure	
168		
169	SSI	
170	TANF	32. Type of Public Support at Closure
171	General Assistance	
172	SSDI	
173	Veteran's Disability	
174	Workers' Compensation	
175	Other Public Support	
176	SSDI	
177		33. Monthly Public Support Amount at Closure
178		
179		
180	SSI	
181		
182		
183		
184	TANF	
185		
186		
187		
188	All Other Public Support	
189		
190		
191		
192	34. Primary Source of Support at Closure	
193	Medicaid	
194	Medicare	35. Medical Insurance Coverage at Closure
195	Public Insurance from Other Sources	
196	Private thru Own Employment	
197	Private thru Other Means	
198	36. Type of Closure	
199	37. Reason for Closure	
200		

201	Year	
202		38. Date of Closure
RP	ELEMENT	
203		
204		
205	Month	
206		
207	Day	
208		
209	39. Supported Employment Status	
210	40. Veteran Status	
211	41. Significant Disability	
212	42. Migrant & Seasonal Farm workers	
213	43. Projects With Industry	

3. RSA 2 SAMPLE

Form RSA-2
Revised FY 2000
Ver. 1.1

OMB Number: 1820-0017
Expires: 02/28/2006

**DEPARTMENT OF EDUCATION
OFFICE OF SPECIAL EDUCATION AND REHABILITATIVE SERVICES
REHABILITATION SERVICES ADMINISTRATION
WASHINGTON, D.C. 20202**

ANNUAL VOCATIONAL REHABILITATION PROGRAM/COST REPORT

State & Agency: Connecticut Department of Social Services
Bureau of Rehabilitation Services
Fiscal Year: _____

(X) General/Combined
() Blind

SCHEDULE I - TOTAL EXPENDITURES

AMOUNT

1.	Administration	
	a. Admin. Costs Paid with Title VI B funds	-0-
	b. Indirect Costs	-0-
2.	Services to Individuals with Disabilities	
	A. Services Provided by State VR Agency Personnel	
	1. Employed at Agency Operated Community Rehabilitation Programs	
	a) Assessment, Counseling, Guidance, and Placement	-0-
	b) Other Services	-0-
	2. Employed Elsewhere	
	a) Assessment, Counseling, Guidance, and Placement	
	b) Other Services	-0-
	B. Services Purchased by State VR Agency From:	
	1. Public Community Rehabilitation Programs	-0-
	2. Private Community Rehabilitation Programs	-0-
	3. Other Public Vendors	-0-
	4. Other Private Vendors	-0-
3.	Services for Groups of Individuals with Disabilities	
	a. Establishment, Development or Improvement of Community Rehabilitation Programs	-0-
	b. Construction of Facilities for Community Rehabilitation Programs	-0-
	c. Business Enterprise Program	-0-
	d. Other	-0-
4.	Total Expenditures	-0-
5.	Innovation & Expansion Activities	-0-

SCHEDULE II - NUMBER OF INDIVIDUALS SERVED AND EXPENDITURES BY SERVICE CATEGORY

<u>TYPE OF SERVICE</u>	<u>NO. OF INDIVIDUALS</u>	<u>AMOUNT</u>
1. Assessment, Counseling, Guidance and Placement (Provided by State VR Agency Personnel)	5,141	
2. Assessment (Purchased only)	1,839	
3. Diagnosis & Treatment of Physical and Mental Impairments	824	
4. Training:		
a. Postsecondary Institution of Higher Education	163	
b. Job Readiness and Augmentative Skills Training	30	
c. Vocational and Occupational Skills Training	39	
d. All Other	196	
e. Total	428	
5. Maintenance	108	
6. Transportation	107	
7. Personal Assistance Services	6	
8. Placement (Purchased only)	494	
9. All Other	581	
10. Total Number of Individuals and Expenditures	7,938	
11. Post-Employment Services	63	
12. Rehabilitation Technology Services	183	
13. Small Business Enterprises	8	
14. Total Section 110 Funds Expended on Services		
15. Total Title VI-B Funds Expended on Services		

SCHEDULE III - PERSON YEARS -- Report Whole Years Only

	(1) NO. OF YEARS	(2) 110 ONLY	(3) TITLE VI B
1. Administrative Staff	15	15	0
2. Counselor Staff	62	62	0
3. Staff Supporting Counselor Activities	41	41	0
4. Other Staff	0	0	0
5. Total	118	118	0

SCHEDULE IV - EXPENDITURES FROM TITLE VI-B FUNDS AND OTHER REHABILITATION FUNDS

1. Expenditures From Title VI-B Funds
2. Expenditures From Other Rehabilitation Funds

SCHEDULE V - CARRYOVER FUNDS

1. Amount of current Fiscal Year Section 110 Allotment carried over to next FY
2. Amount of previous Fiscal Year Section 110 Allotment carried over and expended this FY
3. Amount of current Fiscal Year Title VI-B Allotment carried over to next FY
4. Amount of previous Fiscal Year Title VI-B Allotment carried over and expended this FY
5. Amount of current Fiscal Year Program Income carried over to the next FY
6. Amount of previous Fiscal Year Program Income carried over and expended this FY

CERTIFICATION

This Report is Complete and Correct: Signed: _____

Date:
E-Mail Address

Signed: _____
Date:
E-Mail Address:

Agency Point of Contact for this Report: Name:
Phone:
E-Mail Address:

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1820-0017. The time required to complete this information collection is estimated to average 4.7 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, D.C. 20202-4651. If you have comments or concerns regarding the status of your individual submission of this form, write directly to: Director, Financial Management and Information Proposed systems Staff, Rehabilitation Services Administration, Room 3030-MES, 400 Maryland Avenue, SW, Washington, D.C. 20202-2551.

4. RSA 113 SAMPLE

Form RSA-113

OMB Approval No.:

1820-0013

Expiration Date:

02/28/2006

QUARTERLY CUMULATIVE CASELOAD REPORT

Rehabilitation Services Administration

OSERS/US DEPARTMENT OF EDUCATION

Fiscal Year 2004

State: Connecticut - General Agency

Period Covered: Oct.-Dec.

Operated under order of selection during period?

[X] Yes [] No

CASELOAD ITEMS		TOTAL NUMBER	NUMBER WITH SIGNIFICANT DISABILITY
A. APPLICATIONS AND ELIGIBILITY			
<i>Applicants</i>			
1.	Applicants On Hand, October 1	383	
2.	Applicants, New This FY	936	
3.	Applicants At End Of Period	443	
4.	Applicants in Trial Work/EE On Hand, October 1	38	31
5.	Applicants in Trial Work/EE, Referred This FY	24	24
6.	Applicants in Trial Work/EE At End Of Period	46	42
<i>Eligible Individuals On Order of Selection (OOS) Waiting List</i>			
7.	Individuals On OOS Waiting List On Hand, October 1	2	1
8.	Individuals On OOS Waiting List, New This FY From Application	0	0
9.	Individuals On OOS Waiting List, New This FY From Trial Work/EE	0	0
10.	Individuals On OOS Waiting List At End Of Period	1	0
<i>Individuals Determined Eligible, Before Signed IPE</i>			
11.	Eligible Individuals Before Signed IPE On Hand, October 1	1,322	1,322
12.	Eligible Individuals Before Signed IPE, New This FY From Application	765	765
13.	Eligible Individuals Before Signed IPE, New This FY From Trial Work/EE	3	3
14.	Eligible Individuals Before Signed IPE, New This FY From OOS Waiting List	1	1
15.	Eligible Individuals Before Signed IPE At End Of Period	1,329	1,329
B. DEVELOPMENT OF INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)			
1.	Individuals With Signed IPE, Before Receiving Services, On Hand October 1	0	0
2.	Individuals With Signed IPE, Before Receiving Services, This FY	524	524
3.	Individuals With Signed IPE, Before Receiving Services, At End Of Period	0	0
C. SERVICE IMPLEMENTATION			
1.	Individuals Receiving Services, On Hand October 1	3231	3231
2.	Individuals Receiving Services, Beginning This FY	524	524
3.	Individuals Receiving Services At End Of Period	3,161	3,161
D. OUTCOMES FOR INDIVIDUALS EXITING THE PROGRAM			
1.	Individuals Exiting With Employment Outcomes	385	385
2.	Individuals Exiting Without Employment, After Receiving Services	209	209
3.	Individuals Exiting Without Employment, After Eligibility, Before Signed IPE	238	238
4.	Individuals Exiting Without Employment, After Signed IPE, Before Receiving Services	0	0
5.	Individuals Exiting From OOS Waiting List	0	0
6.	Individuals Exiting From Trial Work/EE	13	10
7.	Individuals Exiting As Applicants	87	
8.	Total Number Of Individuals Exiting The Program	932	842

Contact Person: John Doe

Phone Number: (999) 999-9999

E-Mail address: John.Doe@po.state.ct.us

Date

Authorized Signature

QUARTERLY CUMULATIVE CASELOAD REPORT

Rehabilitation Services Administration

OSERS/US DEPARTMENT OF EDUCATION

Fiscal Year 2004

State: Connecticut - General Agency

Period Covered: Oct.-Mar.

Operated under order of selection during period?

[X] Yes [] No

CASELOAD ITEMS		TOTAL NUMBER	NUMBER WITH SIGNIFICANT DISABILITY
A. APPLICATIONS AND ELIGIBILITY			
<i>Applicants</i>			
1.	Applicants On Hand, October 1	383	
2.	Applicants, New This FY	1,834	
3.	Applicants At End Of Period	427	
4.	Applicants in Trial Work/EE On Hand, October 1	38	31
5.	Applicants in Trial Work/EE, Referred This FY	47	46
6.	Applicants in Trial Work/EE At End Of Period	59	53
<i>Eligible Individuals On Order of Selection (OOS) Waiting List</i>			
7.	Individuals On OOS Waiting List On Hand, October 1	2	1
8.	Individuals On OOS Waiting List, New This FY From Application	0	0
9.	Individuals On OOS Waiting List, New This FY From Trial Work/EE	0	0
10.	Individuals On OOS Waiting List At End Of Period	0	0
<i>Individuals Determined Eligible, Before Signed IPE</i>			
11.	Eligible Individuals Before Signed IPE On Hand, October 1	1,322	1,322
12.	Eligible Individuals Before Signed IPE, New This FY From Application	1,538	1,538
13.	Eligible Individuals Before Signed IPE, New This FY From Trial Work/EE	7	7
14.	Eligible Individuals Before Signed IPE, New This FY From OOS Waiting List	1	1
15.	Eligible Individuals Before Signed IPE At End Of Period	1,340	1,340
B. DEVELOPMENT OF INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)			
1.	Individuals With Signed IPE, Before Receiving Services, On Hand October 1	0	0
2.	Individuals With Signed IPE, Before Receiving Services, This FY	1,043	1,043
3.	Individuals With Signed IPE, Before Receiving Services, At End Of Period	0	0
C. SERVICE IMPLEMENTATION			
1.	Individuals Receiving Services, On Hand October 1	3231	3231
2.	Individuals Receiving Services, Beginning This FY	1,043	1,043
3.	Individuals Receiving Services At End Of Period	2,941	2,941
D. OUTCOMES FOR INDIVIDUALS EXITING THE PROGRAM			
1.	Individuals Exiting With Employment Outcomes	858	858
2.	Individuals Exiting Without Employment, After Receiving Services	475	475
3.	Individuals Exiting Without Employment, After Eligibility, Before Signed IPE	485	485
4.	Individuals Exiting Without Employment, After Signed IPE, Before Receiving Services	0	0
5.	Individuals Exiting From OOS Waiting List	1	0
6.	Individuals Exiting From Trial Work/EE	19	17
7.	Individuals Exiting As Applicants	205	
8.	Total Number Of Individuals Exiting The Program	2,043	1,835

Contact Person: John Doe

Phone Number: (999) 999-9999

E-Mail address: John.Doe@po.state.ct.us

Date

Authorized Signature

Expiration Date: 02/28/2006

QUARTERLY CUMULATIVE CASELOAD REPORT

Rehabilitation Services Administration

OSERS/US DEPARTMENT OF EDUCATION

Fiscal Year 2004

Period Covered: Oct.-Jun.

State: Connecticut - General Agency

Operated under order of selection during period?

[X] Yes [] No

CASELOAD ITEMS		TOTAL NUMBER	NUMBER WITH SIGNIFICANT DISABILITY
A. APPLICATIONS AND ELIGIBILITY			
<i>Applicants</i>			
1.	Applicants On Hand, October 1	383	
2.	Applicants, New This FY	2,713	
3.	Applicants At End Of Period	392	
4.	Applicants in Trial Work/EE On Hand, October 1	38	24
5.	Applicants in Trial Work/EE, Referred This FY	81	36
6.	Applicants in Trial Work/EE At End Of Period	77	26
<i>Eligible Individuals On Order of Selection (OOS) Waiting List</i>			
7.	Individuals On OOS Waiting List On Hand, October 1	2	1
8.	Individuals On OOS Waiting List, New This FY From Application	1	1
9.	Individuals On OOS Waiting List, New This FY From Trial Work/EE	0	0
10.	Individuals On OOS Waiting List At End Of Period	0	0
<i>Individuals Determined Eligible, Before Signed IPE</i>			
11.	Eligible Individuals Before Signed IPE On Hand, October 1	1,322	1,322
12.	Eligible Individuals Before Signed IPE, New This FY From Application	2,322	2,322
13.	Eligible Individuals Before Signed IPE, New This FY From Trial Work/EE	12	12
14.	Eligible Individuals Before Signed IPE, New This FY From OOS Waiting List	1	1
15.	Eligible Individuals Before Signed IPE At End Of Period	1,342	1,342
B. DEVELOPMENT OF INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)			
1.	Individuals With Signed IPE, Before Receiving Services, On Hand October 1	0	0
2.	Individuals With Signed IPE, Before Receiving Services, This FY	1,602	1,602
3.	Individuals With Signed IPE, Before Receiving Services, At End Of Period	0	0
C. SERVICE IMPLEMENTATION			
1.	Individuals Receiving Services, On Hand October 1	3231	3231
2.	Individuals Receiving Services, Beginning This FY	1,602	1,602
3.	Individuals Receiving Services At End Of Period	3,124	3,124
D. OUTCOMES FOR INDIVIDUALS EXITING THE PROGRAM			
1.	Individuals Exiting With Employment Outcomes	1,036	1,036
2.	Individuals Exiting Without Employment, After Receiving Services	673	673
3.	Individuals Exiting Without Employment, After Eligibility, Before Signed IPE	713	713
4.	Individuals Exiting Without Employment, After Signed IPE, Before Receiving Services	0	0
5.	Individuals Exiting From OOS Waiting List	2	1
6.	Individuals Exiting From Trial Work/EE	30	22
7.	Individuals Exiting As Applicants	300	
8.	Total Number Of Individuals Exiting The Program	2,754	2,445

Contact Person: John Doe

Phone Number: (999) 999-9999

E-Mail address: John.Doe@po.state.ct.us

Date

Authorized Signature

Approval No.:

Expiration 02/28/2006

Date:

QUARTERLY CUMULATIVE CASELOAD REPORT

Rehabilitation Services Administration

OSERS/US DEPARTMENT OF EDUCATION

Fiscal Year 2004

State: Connecticut - General Agency

Period Covered: Oct.-Sep.

Operated under order of selection during period?

[X] Yes [] No

CASELOAD ITEMS		TOTAL NUMBER	NUMBER WITH SIGNIFICANT DISABILITY
A. APPLICATIONS AND ELIGIBILITY			
<i>Applicants</i>			
1.	Applicants On Hand, October 1	383	
2.	Applicants, New This FY	3,876	
3.	Applicants At End Of Period	304	
4.	Applicants in Trial Work/EE On Hand, October 1	38	31
5.	Applicants in Trial Work/EE, Referred This FY	52	48
6.	Applicants in Trial Work/EE At End Of Period	49	38
<i>Eligible Individuals On Order of Selection (OOS) Waiting List</i>			
7.	Individuals On OOS Waiting List On Hand, October 1	2	1
8.	Individuals On OOS Waiting List, New This FY From Application	4	1
9.	Individuals On OOS Waiting List, New This FY From Trial Work/EE	0	0
10.	Individuals On OOS Waiting List At End of Period	4	1
<i>Individuals Determined Eligible, Before Signed IPE</i>			
11.	Eligible Individuals Before Signed IPE On Hand, October 1	1,322	1,322
12.	Eligible Individuals Before Signed IPE, New This FY From Application	3,386	3,386
13.	Eligible Individuals Before Signed IPE, New This FY From Trial Work/EE	8	8
14.	Eligible Individuals Before Signed IPE, New This FY From OOS Waiting List	1	1
15.	Eligible Individuals Before Signed IPE At End Of Period	875	875
B. DEVELOPMENT OF INDIVIDUALIZED PLAN FOR EMPLOYMENT (IPE)			
1.	Individuals With Signed IPE, Before Receiving Services, On Hand October 1	0	0
2.	Individuals With Signed IPE, Before Receiving Services, This FY	2,496	2496
3.	Individuals With Signed IPE, Before Receiving Services, At End Of Period	0	0
C. SERVICE IMPLEMENTATION			
1.	Individuals Receiving Services, On Hand October 1	3231	3231
2.	Individuals Receiving Services, Beginning This FY	2,496	2496
3.	Individuals Receiving Services At End Of Period	2,657	2,657
D. OUTCOMES FOR INDIVIDUALS EXITING THE PROGRAM			
1.	Individuals Exiting With Employment Outcomes	1,722	1,722
2.	Individuals Exiting Without Employment, After Receiving Services	1,348	1,348
3.	Individuals Exiting Without Employment, After Eligibility, Before Signed IPE	1,346	1,346
4.	Individuals Exiting Without Employment, After Signed IPE, Before Receiving Services	0	0
5.	Individuals Exiting From OOS Waiting List	1	0
6.	Individuals Exiting From Trial Work/EE	33	33
7.	Individuals Exiting As Applicants	513	
8.	Total Number Of Individuals Exiting The Program	4,963	4,449

Contact Person: John Doe

Phone Number: (999) 999-9999

E-Mail address: John.Doe@po.state.ct.us

Date

Authorized Signature

5. RF 1 INTAKE QUESTIONNAIRE SAMPLE

Bureau of Rehabilitation Services INTAKE QUESTIONNAIRE

Case # _____ - _____ - _____
DSS/BRS use only

Social Security Number: _____--____--_____

Name: _____
Middle Initial Last (Maiden Name)

First

Telephone #(____) _____ e-mail _____

Cell Phone# (____) _____

Address: _____
number & street name

city/state

zip code

(additional/new addresses):

Date of Birth _____ (age _____) gender _____ (M/F)

Someone who will always know how to reach you:

Name: _____ Address _____

Phone Number _____

Who referred you to DSS/BRS? _____

Have you ever received services from DSS/BRS before? Yes___ No___ If yes, name of counselor; office; dates:

RACE/ETHNICITY (please check all that apply):

(This information is collected to help us to meet our Federal requirements to provide services fairly to all individuals)

___ White ___ Black or African-American ___ American Indian or Alaska Native

___ Asian ___ Native Hawaiian or other Pacific Islander

___ Hispanic/Latino - White ___ Hispanic/Latino - Black or African-American

Are you a citizen? Yes___ No___ If no, country of origin _____ (Please
of Visa or "Green Card"/proof of permission to work in this country)

submit copy

DSS/BRS provides many different services to help people with disabilities to be successful with employment. You should receive a DSS/BRS Consumer Handbook describing how DSS/BRS works, and what

services DSS/BRS provides. Before we can help you with your employment problems, we must understand your needs.

Please tell us about your disability, and how it causes problems for you with employment -

What services or assistance do you need from DSS/BRS to help you to go to work or keep your job?

What is the highest grade you completed in school? _____

When? _____ Where? _____

Did you receive services under an IEP (Special Education)? Yes _____ No _____

Do you have any special certificates or training? _____

Please describe your living arrangements (if you live with family members please tell us about their relationship to you, ages, employment, etc.)

Other agencies or persons who are helping you (Please list person's name and phone number)

DMR: _____
(Dept. of Mental Retardation) Name phone number

DMHAS: _____
(Dept. of Mental Health & Addiction Services) Name phone number

DCF: _____
(Dept. of Children and Families) Name phone number

Other: _____
Name phone number

Name phone number

What type of transportation do you have available on a regular basis?

Private _____ Public _____ Other _____

Do you have a valid driver's license? Yes _____ No _____ Type _____

Have you ever had your license suspended? Yes _____ No _____

If yes, why? _____

Are you a Veteran? Yes _____ No _____

If you have ever been convicted of a felony, please explain: _____

If you are on probation or parole, name/phone number of Probation/Parole Officer:

What are your hobbies & interests? _____

**BENEFITS ASSESSMENT CHECKLIST**

Date: _____

Name: _____ Birth Date: _____

Address: _____ Social Security #: _____

_____ Phone: _____

Monthly Amount of Any Government Benefits You are Receiving:

\$ _____ Social Security Disability Insurance (SSDI) State Financial Assistance:
\$ _____ Supplemental Security Income (SSI) \$ _____ SAGA (State Admin. Gen'l Assistance)
\$ _____ Worker's Compensation \$ _____ TFA (Temporary Family Assistance)
\$ _____ Unemployment Benefits \$ _____ State Supplement
\$ _____ Food Stamps

Other(describe): _____

Medical Coverage:

<i>Do you have -</i>	<i>Yes</i>	<i>No</i>	<i>Unknown</i>
Medicaid coverage?	_____	_____	_____
Medicare coverage? Part A.....PartB.....Part D.....	_____	_____	_____
ConnPACE?	_____	_____	_____
Private medical insurance through employer?.....	_____	_____	_____
Private medical insurance through other sources?	_____	_____	_____
VA medical coverage? (Full____ Partial____)....	_____	_____	_____

Monthly Amount of Other Income and Benefits:

\$ _____ Gross Wages
\$ _____ Private Disability Insurance (Have policy - not collecting? ____yes ____no)

Do You Have - ***Yes No*****Housing subsidy** -(ex. Public Housing, Section 8 voucher, DMR or DMHAS housing) _____**Waiver services** -(ex: PCA waiver; ABI waiver; DMR waiver)..... _____**Are you married?**..... _____

(If yes, does your spouse receive state or federal assistance?) _____

Do you have dependent children? _____

(If yes, do your children receive benefits from Social Security Administration (SSA)? _____

Do your children receive HUSKY medical coverage?..... _____

Do you have significant out of pocket disability and/or medical expenses? _____

Are you using a PASS (Plan for Achieving Self-Support) _____

Do you have interest, dividend or annuity income? _____

DSS/BRS Counselor: _____ Phone: _____

Referred by : _____ Phone: _____

I give permission for the Connect to Work Project to obtain further information regarding my benefits in preparation for our discussion.

Signature_____
Date

EMPLOYMENT EXPERIENCE

CURRENT OCCUPATION AND JOB DUTIES:

Dates: From _____ to _____ (PRESENT) _____

Company Name: _____

City, State, Zip Code _____

Job Title/Job Duties: _____

Hours per week _____ Wages: \$ _____ per (circle): Hour Week Month

PREVIOUS JOBS (list most recent job first)

Dates: From _____ to _____

Company Name: _____

City, State, Zip Code _____

Job Title/Job Duties: _____

Reason Left Job _____

Did your disability cause any difficulties on the job? (If yes, describe) _____

=====

Dates: From _____ to _____

Company Name: _____

City, State, Zip Code _____

Job Title/Job Duties: _____

Reason Left Job _____

Did your disability cause any difficulties on the job? (If yes, describe) _____

=====

ADDITIONAL PREVIOUS JOBS (list most recent jobs first)

Dates: From _____ to _____

Company Name: _____

City, State, Zip Code _____

Job Title/Job Duties: _____

Reason Left Job _____

Did your disability cause any difficulties on the job? (If yes, describe) _____

=====

Dates: From _____ to _____

Company Name: _____

City, State, Zip Code _____

Job Title/Job Duties: _____

Reason Left Job _____

Did your disability cause any difficulties on the job? (If yes, describe) _____

=====

Dates: From _____ to _____

Company Name: _____

City, State, Zip Code _____

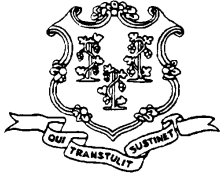
Job Title/Job Duties: _____

Reason Left Job _____

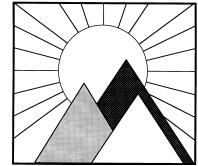
Did your disability cause any difficulties on the job? (If yes, describe) _____

(please use additional pages as needed)

6. RF 2 APPLICATION FOR SERVICES SAMPLE



BUREAU OF REHABILITATION SERVICES APPLICATION FOR SERVICES



NAME _____

I understand that I am responsible to help the Bureau of Rehabilitation Services (DSS/BRS) to determine my eligibility within 60 days of my application. I will be an applicant when I have:

- ◆ Signed the bottom of this form,
- ◆ Completed a DSS/BRS Intake Questionnaire, and
- ◆ Helped DSS/BRS to begin to get the information that is needed to decide if I am eligible for services.

I understand that all of the information that DSS/BRS gathers about me will be confidential. This information will not be released to anyone without my informed written consent, except where allowed or required by law. It may be released if my actions cause serious concern about my safety or the safety of others. When DSS/BRS receives the information about me DSS/BRS will review it to determine if I am eligible for vocational rehabilitation services.

I understand that DSS/BRS can only pay for services if DSS/BRS writes an authorization before the services begin. I will not make promises to others that DSS/BRS will pay for any goods or services.

DSS/BRS has given me information about the Client Assistance Program (CAP) that is available in Connecticut (**see reverse**). CAP can be reached at 1-800-842-7303, voice or TDD.

My counselor has explained the Order of Selection policy to me.

I understand that DSS/BRS may get information about my Social Security or Department of Social Services benefits, as well as Department of Labor employment records, for purposes of my vocational rehabilitation program.

If I disagree with any decision made by DSS/BRS (see consumer Handbook for more information):

- ◆ I should first speak with my counselor to try to work out the problem.
- ◆ I also have the right to request an Informal Review by the District Director, mediation and/or Administrative Hearing.
- ◆ I must make a request for these steps within 30 days after they have notified me of the decision I disagree with.
- ◆ If I want to request an Informal Review, I must be send my request to the DSS/BRS District Director in my area.
- ◆ If I want to request mediation or an Administrative Hearing, I must send my request to the DSS/BRS Director, Department of Social Services, 25 Sigourney St., Hartford, CT 06106.

I am applying for DSS/BRS services because I want to work, or to keep my job if I am employed.

applicant's signature (if applicant is a minor, parent or guardian) _____ date

name of counselor _____ address _____ telephone

BUREAU OF REHABILITATION SERVICES

WHEN YOU HAVE QUESTIONS:

If you do not understand what is happening with your application for services, or what is expected of you, or you have any other questions, first talk to your counselor. If this does not solve your concerns or answer your questions, you are then encouraged to speak to your counselor's supervisor and/or District Director. You can request their names and telephone numbers by calling the DSS/BRS office closest to your home or our toll-free information line (1-800-537-2549).

You can find information about DSS/BRS services, the DSS/BRS eligibility process, and about what to do if you disagree with DSS/BRS in the DSS/BRS Consumer Handbook.

ANOTHER SOURCE OF ASSISTANCE IS THE:

CLIENT ASSISTANCE PROGRAM.

WHAT IS THE CLIENT ASSISTANCE PROGRAM (CAP)?

CAP is a program to help you to understand your rights under the vocational rehabilitation program or help you if you have problems receiving services from the Bureau of Rehabilitation Services. CAP can provide advice, representation, or legal assistance, if appropriate. All services are free of charge and provided on a non-discriminatory basis.

THE CLIENT ASSISTANCE PROGRAM (CAP) CAN BE REACHED AT:

The State Office of Protection and Advocacy for Persons with Disabilities
60 Weston Street
Hartford, Connecticut 06120-1551

Hartford Area: 297-4300; 566-2102 (TDD)
All Other Areas: 1-800-842-7303 TOLL-FREE VOICE AND TDD

7. RF 5 HEALTH CHECK LIST

HEALTH CHECK LIST

STATE OF CONNECTICUT
BUREAU OF
REHABILITATION SERVICES



NAME: _____

AGE: _____ HEIGHT: _____ WEIGHT: _____

TYPE OF MEDICAL INSURANCE: _____

PLEASE LIST THE MOST IMPORTANT PROBLEM THAT INTERFERES WITH YOUR USUAL TYPE OF WORK:

A. DO YOU CURRENTLY HAVE DIFFICULTY WITH:

	YES	NO		YES	NO
1. HEARING	___	___	16. LIFTING	___	___
2. SEEING	___	___	17. CLIMBING (STAIRS)	___	___
3. SPEAKING	___	___	18. BALANCING	___	___
4. FAINTING	___	___	19. STANDING	___	___
5. SEIZURES	___	___	20. WALKING	___	___
6. CHEST PAIN	___	___	21. RUNNING	___	___
7. SHORTNESS OF BREATH	___	___	22. KNEELING	___	___
8. CHRONIC COUGH	___	___	23. SITTING	___	___
9. DIGESTION	___	___	24. LEARNING	___	___
10. *SWELLING OF HANDS/LEGS	___	___	25. READING	___	___
11. *WEAKNESS/PAIN HANDS/ARMS	___	___	26. CONCENTRATING	___	___
12. *WEAKNESS/PAIN LEGS/FEET	___	___	27. REMEMBERING	___	___
13. NUMBNESS	___	___	28. GETTING ALONG W/ PEOPLE	___	___
14. SKIN PROBLEMS	___	___	29. NERVOUSNESS (ANXIETY)	___	___
15. BENDING	___	___	30. DEPRESSION	___	___

*Circle area(s) affected

B. HAVE YOU BEEN TOLD THAT YOU HAVE:

1. HIGH BLOOD PRESSURE	___	___	8. KIDNEY TROUBLE	___	___
2. HEART TROUBLE	___	___	9. ARTHRITIS	___	___
3. ASTHMA/LUNG DISEASE	___	___	10. DIABETES	___	___
4. TUBERCULOSIS	___	___	11. CANCER	___	___
5. GASTROINTESTINAL PROB.	___	___	12. ALLERGY	___	___
6. PSYCHIATRIC DISORDERS	___	___	13. REACTION TO MEDICATION	___	___
7. EATING DISORDER	___	___	14. OTHER	___	___

HEALTH CHECK LIST pg 2.

C. DO YOU USE: TOBACCO _____ ALCOHOL _____ OTHER DRUGS _____

IF YES, HOW MUCH? _____

DO YOU HAVE A HISTORY OF DEPENDENCY ON DRUGS? _____ ALCOHOL? _____

IF SO WHAT IS THE DATE OF YOUR SOBRIETY? _____

WHERE DO YOU RECEIVE TREATMENT? _____

D. ARE YOU CURRENTLY TAKING ANY MEDICATIONS? IF YES:

ILLNESS/CONDITION

MEDICINE/DOSAGE

E. PHYSICIANS, CLINICS, AND THERAPISTS MOST FAMILIAR WITH YOUR HEALTH:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

TREATED FOR: _____

TREATED FOR: _____

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

TREATED FOR: _____

TREATED FOR: _____

F. HOSPITALS, TREATMENT OR REHABILITATION PROGRAMS WHERE YOU WERE A PATIENT:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

TREATED FOR: _____

TREATED FOR: _____

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____

TREATED FOR: _____

TREATED FOR: _____

8. RF 6 AUTHORIZATION FOR RELEASE/DISCLOSURE OF PERSONAL INFORMATION SAMPLE

State of Connecticut
Department of Social Services (DSS)
Bureau of Rehabilitation Services (DSS/BRS)
Authorization for Release/Disclosure of Personal Information

Instructions to DSS/BRS staff: Original copy to information holder. Copy to recipient of information.

I authorize: (name & address of person/organization that will release the information)

Date:

to release the information indicated below to: (name & address of person/organization to which information is to be released)

Purpose(s) of this release (check one):

- ☐ This information is being sent or requested by DSS/BRS for purposes associated with my eligibility for the provision of vocational rehabilitation services.
- ☐ Other purpose: _____

Type of Information	Date of Authorization	Consumer's Initials	Type of Information	Date of Authorization	Consumer's Initials
medical			financial		
hospital records			school and/or transcript		
psychosocial			employment history		
psychiatric	(explain extent of authorization)				
psychological	(explain extent of authorization)				
alcohol and/or drugs*	(explain extent of authorization)				
HIV/AIDS**	(explain extent of authorization)				
Other	(specify)				

Additional instructions to information holder: _____

Consumer name	Date of Birth	SS#
Signed (consumer) X	If minor, signature of parent or guardian; conservator, if applicable X	Relationship to consumer
<div><div><ul style="list-style-type: none">▪ If release is not related to my obtaining DSS/BRS services, my refusal to sign will not affect my ability to receive services from DSS/BRS.▪ The recipient of this information must agree not to further disclose pursuant to this authorization, although DSS/BRS cannot guarantee such confidentiality.▪ This authorization may be revoked by me at any time by notifying DSS/BRS in writing, except to the extent that action has been taken in reliance on it. Unless expressly revoked earlier, this authorization expires as noted here:</div><div>SPECIFY DATE, EVENT OR CONDITION:</div></div>		

Note to Recipient of Information: The confidentiality of this record is required under chapter 899 of the Connecticut general statutes. This material shall not be transmitted to anyone without written consent or other authorization as provided in the aforementioned statutes.

* **Alcohol and/or drug treatment records:** This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

** **HIV Related Information:** This information has been disclosed to you from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by state law. A general authorization for the release of medical or other information is NOT sufficient for this purpose.

9. CONTACT NOTES SAMPLE

CONTACT REPORT
REV. 08/93

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
BUREAU OF REHABILITATION SERVICES**

CLIENT'S NAME

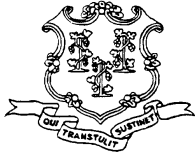
CASE NUMBER

CLIENT'S ADDRESS

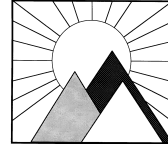
COUNSELOR

DATE _____

10 WAIVER LETTER SAMPLE



**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
BUREAU OF REHABILITATION SERVICES**



Date _____

Dear

The Bureau of Rehabilitation Services is required to make a decision about your Eligibility for services within 60 days, unless there are circumstances that prevent us from meeting this deadline.

The 60-day deadline expires on this date: _____. We may not be able to make a decision about your eligibility within the required time because:

We expect to make an eligibility decision by: _____
(DATE)

If you agree that additional time is needed to make this decision, please sign this form to show your agreement, and return it to me to the address above. If you have any questions or if you disagree, please contact me.

Sincerely,

Vocational Rehabilitation Counselor

I acknowledge that DSS/BRS cannot make an eligibility determination about my case within the 60-day period and agree that the extension noted above is acceptable.

Signed (client)

(Date)

11. COMMITMENT FORM SAMPLE

ICIS 1

943 S/E
734 TBI
733 Transition

COMMITMENTS

Recommit

Case #: _____ Case Name: _____

Vendor Location: _____ Vendor Name: _____

Date: _____ Type: 56 _____ 75 _____ (Check one only)

Services Dates From _____ to _____

Proc. Code # _____ Quant _____ Description _____ *Fee _____

Proc. Code # _____ Quant _____ Description _____ *Fee _____

Proc. Code # _____ Quant _____ Description _____ *Fee _____

Comments

* (If lower than fee schedule, otherwise leave blank)

A/E, C.D., QS, P _____ Supervisors initials _____

Counselor's initials _____ Date _____

FISCAL USE ONLY

Encumbrance # _____ Fund Code _____

Note: if type 75 is checked Supervisor's initials and date must be on the form

Date _____ Total _____ Title I _____

OPER ID _____

12. **RF 3 CERTIFICATE OF ELIGIBILITY/INELIGIBILITY SAMPLE**

DSS/BRS Certificate of Eligibility/Ineligibility

Name: _____

Disability: Primary: _____ Code: _____
Secondary: _____ Code: _____

I. Eligibility for All Other Individuals (not on SSI or SSDI):

a. Individual has _____ does not have _____ a physical or mental impairment which, for this individual, constitutes or results in a substantial impediment to employment. **Explain:**

b. Individual can _____ cannot _____ benefit in terms of an employment outcome from vocational rehabilitation services. (Note that it shall be presumed that the individual can benefit, unless the Bureau determines that there is clear and convincing evidence that the individual cannot benefit due to the severity of the disability.)
If it is determined that the individual cannot benefit, describe why not and, a.) How trial work experiences with appropriate supports demonstrated that the individual cannot benefit **OR** b.) Why the individual cannot take advantage of such experiences:

c. Individual does _____ does not _____ require vocational rehabilitation services to prepare for, secure, retain or regain employment. **Explain:**

Based on the above, individual is: ☐ Eligible ☐ Ineligible

For DSS/BRS Use Only

Signature _____ Date _____

DSS/BRS Certificate of Eligibility/Ineligibility

II. Order of Selection Priority for All Other Individuals (not on SSI or SSDI - (complete for eligible individuals only)

☐ **Individual has a significant disability**

- a. Individual has a severe physical or mental impairment, which seriously limits one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, work skills) in terms of an employment outcome.

Explain:

- b. Individual's vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time. **Explain:**

☐ **Individual has a non-significant disability (Status 04)**

(Continuation of explanation for any of the above) -

13. **RF 3 SSA CERTIFICATE OF ELIGIBILITY/INELIGIBILITY SAMPLE**

DSS/BRS Certificate of Eligibility/Ineligibility
Presumptive Eligibility for SSA Recipients

Name: _____

Disability: ☐ Self-reported
☐ Documented

Primary: _____ Code: _____

Secondary: _____ Code: _____

- a. Individual is currently eligible for _____ SSI or SSDI (or both SSI and SSDI) benefits.
- b. Individual can _____ cannot* _____ benefit in terms of an employment outcome from vocational rehabilitation services. (Note that it shall be presumed that the individual can benefit, unless the Bureau determines that there is clear and convincing evidence that the individual cannot benefit due to the severity of the disability.)
***If it is determined that the individual cannot benefit, describe why not and, a.) How trial work experiences with appropriate supports demonstrated that the individual cannot benefit OR b.) Why the individual cannot take advantage of such experiences:**

- c. ☐ Individual does intend to achieve an employment outcome consistent with his/her unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- d. ☐ Verification of eligibility for SSI or SSDI is in case record.

Based on the above, individual is: ☐ Eligible ☐ Ineligible

II. Order of Selection Priority for SSI/SSDI Recipients Only (completed for eligible individuals only)

- ☒ **Individual is an SSI or SSDI recipient and therefore has a significant disability**
- a. Individual has a severe physical or mental impairment, which seriously limits one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, work skills) in terms of an employment outcome.
- ☒ b. Individual's vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time.

For DSS/BRS Use Only

Signature _____

Date _____

Functional Limitations Review

Name: _____

Disability: Primary: _____ Code: _____

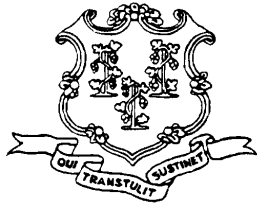
 Secondary: _____ Code: _____

- a) Discuss how this individual's physical or mental impairment constitutes or results in a substantial impediment to employment:

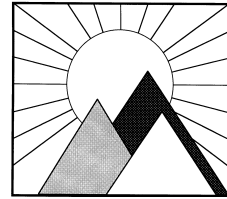
- b) Discuss the specific functional capacities where this individual experiences serious limitations in terms of a work outcome due to the disability (☐ Mobility; ☐ Communication; ☐ Self-Care; ☐ Self-Direction; ☐ Interpersonal Skills; ☐ Work Tolerance; ☐ Work Skills):

Counselor : _____ **Date:** _____

14. F15 ELIGIBILITY LETTER SAMPLE



**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
BUREAU OF REHABILITATION SERVICES**



Dear

I am writing to inform you that we have determined that you are *eligible for the vocational rehabilitation program*.

As was explained to you during your earlier contact with DSS/BRS, our ability to provide services to you depends on whether or not you meet the Order of Selection criteria. This is based on the severity of your disability. We have used the available information to make the determination that:

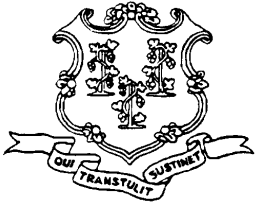
- You have been determined to have a significant disability. This means that DSS/BRS may provide services to you, under an Employment Plan.
- You have been determined not to have a significant disability. This means that DSS/BRS may not provide services to you at this time. We would like to offer you referral to another resource, which might best meet your employment needs. Please read the enclosed *Information and Referral Service* sheet for details.

I have completed the form, which further explains the reasons for your eligibility and Order of Selection status. If you would like to review this or any other information in your file, or if you feel the determination was incorrect, please contact me. In addition, you can call the Client Assistance Program (CAP) at 297-4300 or 1-800-842-7303 if you need assistance or representation with appealing this decision.

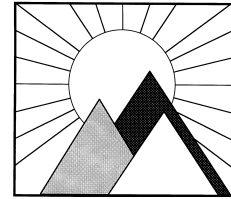
Sincerely

Vocational Rehabilitation Counselor

15. RF 7 DID NOT MEET ORDER OF SELECTION CRITERIA



**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
BUREAU OF REHABILITATION SERVICES**



Dear

I am writing to inform you that we have determined that you meet the general eligibility criteria for the *vocational rehabilitation* program.

However, as was explained to you during your earlier contact with DSS/BRS, our ability to provide services to you depends on whether or not you meet the Order of Selection criteria. This is based on the severity of your disability. We have used the available information to make the determination that you do not have a significant disability. This means that DSS/BRS may not provide services to you at this time. We would like to offer you referral to another resource, which might best meet your employment needs. Please read the enclosed *Information and Referral Service* sheet for details.

I have completed the form, which further explains the reasons for your eligibility and Order of Selection status. If you would like to review this or any other information in your file, or if you feel the determination was incorrect, please contact me so that we can discuss this further. If after that discussion you disagree with the closure of your case, you may request an Informal Review with the District Director, mediation and/or an Administrative Hearing. Requests for any of these procedures must be in writing and sent to the appropriate person, as follows:

Informal Reviews: _____, District Director

Mediation and Administrative Hearings: Brenda L. Moore, Director
Bureau of Rehabilitation Services
25 Sigourney St., 11th Floor
Hartford, Conn. 06106

We must receive the request within 30 days of the date of this letter. If you need more information about Informal Reviews, mediation or Administrative Hearings, please contact me.

If you need assistance or representation with appealing this decision, you can contact the Client Assistance Program (CAP). CAP is a separate program located within the Office of Protection and Advocacy. CAP can provide free advice, representation, or legal assistance, if appropriate. The phone number is 297-4300 in Hartford or toll free, 1-800-842-7303 (voice or TDD).

Sincerely,

Vocational Rehabilitation Counselor

16. **F 20 EXTENDED EVALUATION PLAN SAMPLE**

Plan for Extended Evaluation

Bureau of Rehabilitation Services

Name: _____

Date _____

Goal: *For this Extended Evaluation Plan, the goal is to determine if I can benefit from vocational rehabilitation services in terms of an employment outcome (in other words, to help decide whether any vocational rehabilitation services that might be arranged will help me to go to work successfully).*

Assessment or Services:

Assessment/Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for assessment/service: _____

Evaluation of progress (methods/timeframes): _____

Assessment/Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for
assessment/service: _____

Evaluation of progress (methods/timeframes): _____

Assessment/Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for assessment/service: _____

Evaluation of progress (methods/timeframes): _____

Assessment/Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for assessment/service: _____

Evaluation of progress (methods/timeframes): _____

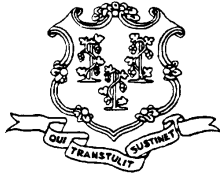
Responsibilities:

Consumer – I agree to help DSS/BRS decide if there are services that will help me to be able to go to work, by following through with this Plan. I agree to let my counselor know if anything prevents me from following this Plan.

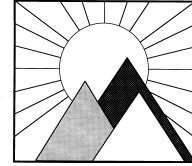
DSS/BRS will coordinate the assessments and service noted in this Plan and will stay in touch with me and let me know of any changes.

_____ DSS/BRS Counselor/Supervisor
 _____ Consumer

17. RF 8 INELIGIBILITY LETTER SAMPLE



**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
BUREAU OF REHABILITATION SERVICES**



Dear:

As per our recent discussion, you are ineligible for services from DSS/BRS because it has been determined that:

- ____ You do not have an impairment.
- ____ The impairment which you have does not cause a substantial impediment to employment.
- ____ You do not require vocational rehabilitation services in order to prepare for, secure, retain or regain employment.
- ____ You cannot benefit from vocational rehabilitation services in terms of an employment outcome. Your case will be reviewed within one year to see if there is a change in your ability to benefit from our services.

If you have any questions regarding this decision, please call me. If after that discussion you disagree with the closure of your case, you may request an Informal Review with the District Director, mediation and/or an Administrative Hearing. Requests for any of these procedures must be in writing and sent to the appropriate person, as follows:

Informal Reviews: _____, District Director

Mediation and Administrative Hearings: Brenda L. Moore, Director
Bureau of Rehabilitation Services
25 Sigourney St., 11th Floor
Hartford, Conn. 06106

We must receive the request within 30 days of the date of this letter. If you need more information about Informal Reviews, mediation or Administrative Hearings, please contact me.

If you need assistance or representation with appealing this decision, you can contact the Client Assistance Program (CAP). CAP is a separate program located within the Office of Protection and Advocacy. CAP can provide free advice, representation, or legal assistance, if appropriate. The phone number is 297-4300 in Hartford or toll free, 1-800-842-7303 (voice or TDD).

The Connecticut Works/One-Stop Career Centers provide training and other employment services. Please contact me if you would like more information about their program and how to apply.

Sincerely,

☐ Initial Ineligibility Determination (08)

☐ Employment Plan Amendment (28/30)

Rehabilitation Counselor

18.

RF 4 INDIVIDUAL EMPLOYMENT PLAN SAMPLE

EMPLOYMENT PLAN
Bureau of Rehabilitation Services

Name: _____

Date: _____

☐ Original Employment Plan

JOB

☐ My job goal is:

Date this job goal will be achieved: _____

SERVICES (The services I need to achieve this goal are):

Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for service: _____

Evaluation of progress (methods/timeframes): _____

Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for service: _____

Evaluation of progress (methods/timeframes): _____

Name: _____

Date: _____

SERVICES (The services I need to achieve this goal are):

Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for service: _____

Evaluation of progress (methods/timeframes): _____

Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for service: _____

Evaluation of progress (methods/timeframes): _____

Service	Provider	Begin Date/End Date	Cost	Funding Source

Reason for service: _____

Evaluation of progress (methods/timeframes): _____

Name: _____

Date: _____

Responsibilities:

I have the following responsibilities -

(Which will address: ☐ *Skill Development, and/or these functional limitations:* ☐ *Mobility,*
☐ *Communication, ☐ Work Tolerance, ☐ Interpersonal Skills, ☐ Self Care, ☐ Self-direction, ☐ Work Skills)*

- ◆ For achieving the job goal:

- ◆ For obtaining other needed benefits:

- ◆ Other responsibilities:
 - *I understand that I must report my earnings to **both** Social Security **and** DSS if I am receiving benefits from those programs.*

DSS/BRS has the following responsibilities:

- ◆ To jointly review this Plan with me at least annually; to provide information that may help me in making informed choices; to answer questions I may have in completing my Plan.
- ◆ Other DSS/BRS responsibilities:

Responsibilities of Others *(such as schools, employers, comparable benefits providers, family members, etc):*

- ◆ **I volunteer to contribute the following resources to my Plan (voluntary contributions are not required for DSS/BRS approval of the Plan):**

Name: _____

**For Consumers Receiving State or Federal Benefits
or needing Supported Employment:**

Benefits Counseling:

Date Completed _____ Done by name/phone) _____

- ***For all SSI/SSDI recipients, "TICKET TO WORK Attachment to IPE" sheet must be reviewed and ATTACHED***

Reminder of Other Ongoing Employment Supports Programs (*Refer to Desk Guide*)

- | | |
|------------------------------|-------------|
| ◆ Employment Support Program | ◆ PASS Plan |
| ◆ Ticket To Work Program | ◆ IRWE |

For Supported Employment Cases:

Describe the extended services needed (after DSS/BRS services are completed):

Basis of determining that there is reasonable expectation that extended services will be available:

☐ Signed commitment

☐ Other (explain):

Name: _____

If I disagree with a decision about my Employment Plan, DSS/BRS encourages trying to resolve differences with my counselor or his/her supervisor. I can also request an Informal Review, mediation and/or an Administrative Hearing. Requests for any of these procedures must be in writing and received by DSS/BRS within 30 days from the date DSS/BRS informs me of the decision that I disagree with. Informal Review requests must be addressed to the District Director in my area. Requests for Administrative Hearings and mediation must be sent to the DSS/BRS Director. My counselor can provide additional information. In addition, I can contact the Client Assistance Program (CAP) if I need help with understanding my rights under the vocational rehabilitation program or have problems with receiving services from DSS/BRS. CAP can be reached at (860) 297-4300 or (860) 566-2102 (TDD) and outside of Hartford at 1-800-842-7303 (toll-free voice and TDD).

I understand I will be expected to carry out the responsibilities that are listed on this plan in order for the plan to continue. This plan may be amended or changed, if approved by DSS/BRS.

Consumer's Signature (if minor, include parent/guardian signature) Date

DSS/BRS Counselor's Signature Date

DSS/BRS Supervisor's signature Date

EMPLOYMENT PLAN REVIEWS: (at least annually)

Date reviewed with consumer: _____ (see case note this date for details)
Results: ____ No change ____ Amendment Consumer's Signature: _____
Benefits Assessment: ____ No change ____ Referred to benefits counselor

Date reviewed with consumer: _____ (see case note this date for details)
Results: ____ No change ____ Amendment Consumer's signature: _____
Benefits Assessment: ____ No change ____ Referred to benefits counselor

Date reviewed with consumer: _____ (see case notes this date for details)
Results: ____ No change ____ Amendment Consumer's signature: _____
Benefits Assessment: ____ No change ____ Referred to benefits counselor

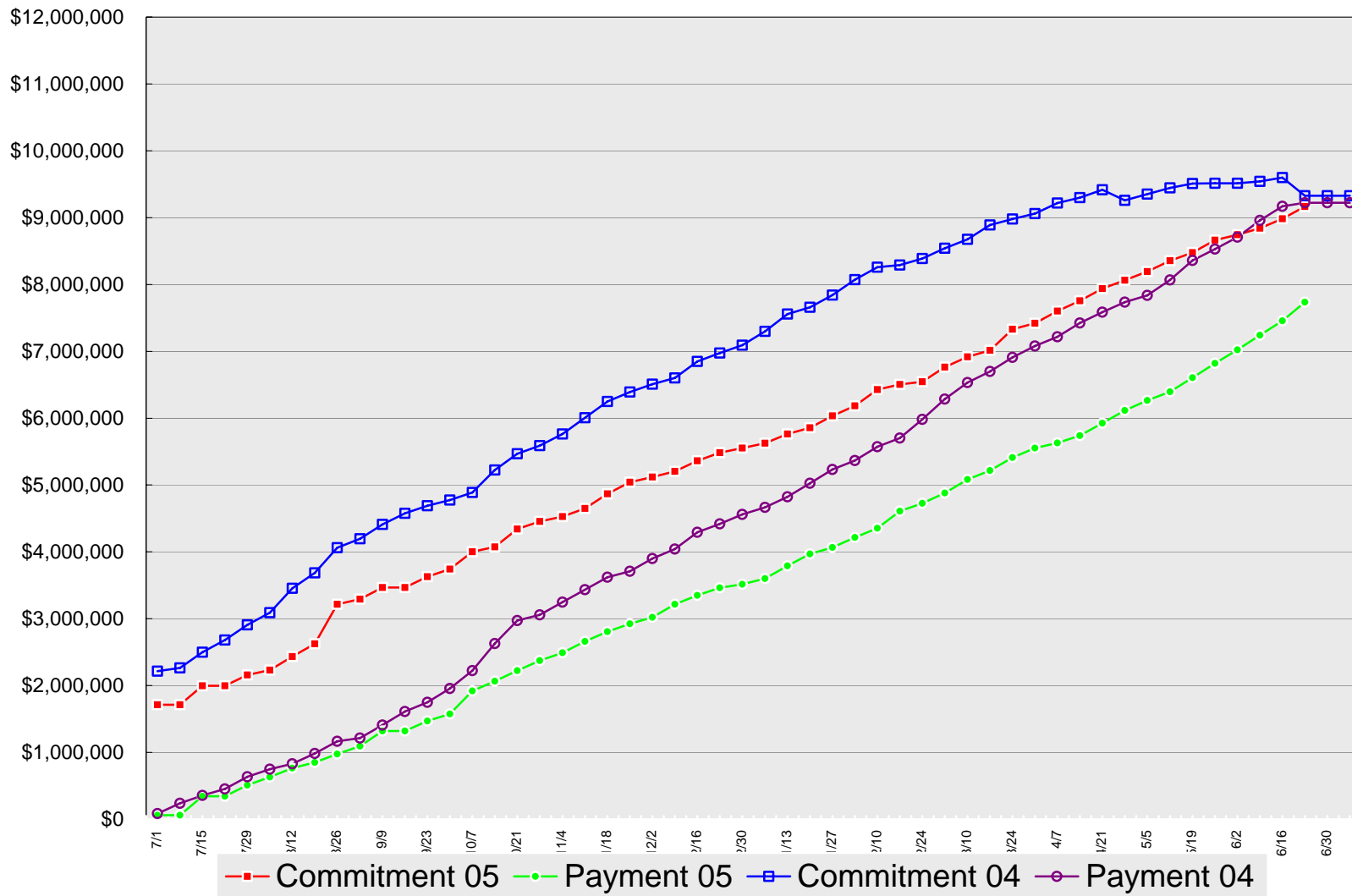
CASE CLOSURE: (All of the following criteria must be met)

- _____ The employment outcome is consistent with the consumer's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- _____ The employment outcome is in the most integrated setting possible, consistent with the individual's informed choice.
- _____ Rehabilitation services provided under an Employment Plan have contributed to the achievement of the employment outcome.
- _____ The consumer has maintained the employment outcome for an appropriate period of time (but not less than 90 days) necessary to ensure the stability of the employment outcome and the individual no longer needs vocational rehabilitation services.
- _____ The consumer and DSS/BRS consider the employment outcome to be satisfactory and agree that the consumer is performing well on the job.
- _____ The consumer is aware of the availability of Post-Employment Services (PES), in case they should be needed.

Comments: _____

Counselor Date

19. COMMITMENT AND PAYMENT REPORT SAMPLE



20. VR-21 CONSUMER/STUDENT FINANCIAL INFORMATION EXCHANGE FORM

STATE OF CONNECTICUT
BUREAU OF REHABILITATION SERVICES
DSS/BRS CONSUMER/STUDENT FINANCIAL INFORMATION
EXCHANGE FORM

Original ☐ Revised ☐ (Enter revised or new information & affix to original)

Terms Dates (inclusive): _____

Part A. To be completed by counselor and any consumer planning a post-secondary educational program with potential DSS/BRS funding. Forward form to FAO at institution to be attended, within institution's time frames.

FAO Name & Address: _____

Student Name & Address: _____ SS#: _____

I, the undersigned, authorize exchange of information between the Bureau of Rehabilitation Services (DSS/BRS) and the Financial Aid Office (FAO) at the institution named regarding my financial status, and/or that of my family, for the purpose of determining my eligibility to receive financial aid. I understand and agree that the DSS/BRS & FAO may discuss aspects of my case as may pertain to my functional limitations and resulting special needs, and my financial aid application. I further understand that Federal Perkins and/or Stafford Loans are encouraged but not required to cover of schooling, which would otherwise be covered by the Bureau.

DSS/BRS Counselor Name and Address:

DSS/BRS Telephone #: _____

Student's Signature

Date

Parent/Guardian signature (if student is a minor)

Part B: To be completed by the Financial Aid Officer if Part C cannot be completed.

Part C of this form cannot be completed by this Financial Aid Office at this time because:

- ☐ No record student applied for financial aid
- ☐ Need additional information to make decision
- ☐ Expect decision by _____
- ☐ Please call FAO – reason _____

Financial Aid Officer's Name: _____ Tel: _____ Date: _____

Part C. To be completed by FAO & returned to DSS/BRS when proposed award package is completed.

Educational Expenses		Family Contribution		Other Resources		Loans	
Tuition	\$	Parents	\$	Pell Grant awarded	\$	Perkins <input type="checkbox"/> accepted	\$
Fees	\$	Spouse	\$	Tuition-Assist	\$	Stafford <input type="checkbox"/> accepted	\$
Books/Supplies	\$	Student	\$	SEOG	\$	Other (list) <input type="checkbox"/> accepted	
Room (type)	\$	Other (list)		Work Study	\$		
Meals (plan)	\$			Other (list)			
Transportation	\$						
Other Personal Expenses (list)							
Gross Need	\$	Total	\$	Total	\$	Total	\$

Student is: ☐ Independent ☐ Dependent

Financial Aid Officer's Name	Telephone ()	Date
------------------------------	------------------	------

Part D. To be completed by DSS/BRS & returned to FAO when DSS/BRS funding is determined.

☐ Student will not receive financial sponsorship by the Bureau of Rehabilitation Services for the above term.

☐ DSS/BRS plans to provide funding (as described below for the period) _____ to _____ on behalf of the above-named student. Funding for subsequent years should not be anticipated by **your program until verification of such is received.**

Tuition and Fees	\$	Transportation	\$
Books & Supplies	\$	Other Personal Expenses	\$
Room and/or Board	\$	Total	\$

DSS/BRS Counselor's Signature	Telephone ()	Date
-------------------------------	----------------------	------

21. VR-21 WORKSHEET, INSTRUCTION AND GUIDANCE

POST-SECONDARY INSTRUCTIONS AND WORKSHEET

I. Designate the cap status that applies to this student

- | | |
|--|--|
| <input type="checkbox"/> Community College | <input type="checkbox"/> University of Connecticut |
| <input type="checkbox"/> State University | <input type="checkbox"/> Exempt (<i>see case note</i> |
- dated _____)

II. Determine the maximum allowable VR contribution if the student were to attend the appropriate state college or university.

A. Tuition and Fees at the designated cap level: _____

B. Books and Supplies: Use the amount on the VR-21 _____

C. Room and Board: _____

Resident Students, enter either:

- The published rate at the designated cap level

- The appropriate community college's estimated living costs for an independent student

This information can be obtained from the financial aid director of each community college.

Commuter Students - enter "0" _____

D. Transportation (based on actual costs of attending the appropriate state community college or university) _____

Use: I) # of miles Round Trip (RT), x RT's per week, x 30 (2 semesters, 15 weeks each); ÷ 20 mpg (BRS standard mpg), = total # of gallons. **II)** Total # of gallons x \$2.25/gallon (2005 \$/gallon rate) = *transportation allowance*.

(Ex: 20 miles RT x 5 RT's/week (=100m.) x 30 (= 3000m.) ÷ 20 mpg. (=150g.) x \$2 = **\$300.00**)

**For resident students include no more than 6 round trips from home to school per academic year.*

E. Total of lines A through D
This is the Maximum Allowable VR contribution. _____

Proceed to **page 2** if the student will be a **resident** student (either on or off campus) at the school they will **actually** attend. Proceed to **page 3** if the student will be a **commuter** at the school that they **actually** attend.

**USE THIS PAGE TO DETERMINE VR CONTRIBUTION FOR STUDENTS
WHO WILL BE RESIDENTS (EITHER ON OR OFF CAMPUS) AT THE
SCHOOL THEY ACTUALLY ATTEND**

III. Determine and apply available resources.

1. Enter Maximum Allowable VR Contribution from II. E. _____

2. Enter the total amount of resources from the VR-21* _____

** This figure should include loans if they have already been accepted.*

** For students on SSI/SSDI, disregard the amount reported as student contribution on the VR-21, regardless of its source. In such cases the student should be asked what amount they can voluntarily contribute toward their program and count the amount of any voluntary student contribution as a student resource. All other applicable resources, including family contribution, should be counted.*

** When applying public college caps to a private school program, loans, work-study, and campus-based aid from the private school should not be deducted from the public education caps, since it would not be available at the state college or university. However, other family and individual resources, and public financial aid such as Pell grants should be deducted from the public college cap in determining the maximum amount that BRS can contribute. This is based on the rationale that those resources are equally available at either institution. Students who elect to attend more costly institutions may use loans and campus-based aid to meet the additional cost.*

3. Subtract Line A.(2) from A. (1)

If the amount is less than zero, enter 0

4. Disability Related Expenses - Itemize:

5. Net Agency Funding

Add lines (3) and (4)

Consumer _____

Academic Year _____

VR Counselor/Supervisor _____

Date _____

**USE THIS PAGE TO DETERMINE VR CONTRIBUTION FOR STUDENTS
WHO WILL BE COMMUTERS AT THE SCHOOL THEY ACTUALLY ATTEND**

1. Enter maximum allowable VR contribution from II. E. _____
2. Calculate Adjusted Family/Student Contribution
 - a) Enter the family/student contribution from the VR-21* _____

** For students on SSI/SSDI, disregard the amount reported as student contribution on the VR-21, regardless of its source. In such cases the student should be asked what amount they can voluntarily contribute toward their program and count the amount of any voluntary student contribution as a student resource. All other applicable resources, including family contribution, should be counted.*

- b) Enter the combined room and board amount from the VR-21 _____
 - c) Subtract b. from a. If b. is greater than a., enter zero. This is the **Adjusted Family/Student Contribution** _____
- (3) Resources** - Enter all resources from the VR-21, substituting (2) c. for the Family/Student Contribution Include loans only if the student has agreed to take the loan _____

*** When applying public college caps to a private school program, loans, work-study and campus-based aid from the private school should not be deducted from the public education caps, since it would not be available at the state college or university. However, other family and individual resources, and public financial aid such as Pell grants should be deducted from the public college cap in determining the maximum amount that BRS can contribute. This is based on the rationale that those resources are equally available at either institution. Students who elect to attend more costly institutions may use loans and campus-based aid to meet the additional cost.*

- (4) Subtract line (3) from line (1). If the result is negative enter zero _____
 - (5) Disability Related Expenses - Itemize: _____

- (6) **Net Agency Funding.** Add lines (4) and (5) _____

Consumer _____

Academic Year _____

VR Counselor/Supervisor _____

Date _____

Financial Aid/VR-21 Guidance
Best Practices for the Development of Post-Secondary Education Programs

Choosing a Training Program: Important considerations prior to sending a VR-21

Commensurate Programs – Before considering a private school for training, we need to check on whether there is a commensurate state program (state university, community college, and/or regional vocational-technical school) available that prepares the consumer for the same job goal. Therefore, public post-secondary training programs leading to the same basic certification or degrees as those offered by private programs are commensurate. (Examples: a BA Degree in English from Central Connecticut State University is considered commensurate with a BA in English from Trinity or Wesleyan, an Associates Degree in Accounting from Capitol Community College is commensurate with an Associates Degree in Accounting from Briarwood College). When a program is determined to be commensurate, consumers may choose to attend a private School, but DSS/BRS will only participate up to the cost of attending a commensurate state program.

Disability Accommodations – DSS/BRS can provide certain disability accommodation services if needed by students as they attend post-secondary education. However both private and state colleges have a responsibility provide services and supports that students with disabilities need to access their programs. In general DSS/BRS can provide the types of support services needed by students whether or not they are in post-secondary education. Examples of such services would be personal assistance services, special transportation, or technological aids and devices to aid in mobility or communications. Such services, when needed, are not subject to the financial aid determination.

Examples of services that would be the responsibility of the school would be architectural accessibility and the provision of interpreters. Consumers should contact the school ahead of time and begin negotiations for appropriate services that will be the school's responsibility.

Learning Disability Programs - When a consumer is considering college or residential programs designed primarily or exclusively to serve individuals with learning disabilities the case should be reviewed by a supervisor or by the Bureau's consultant for learning disabilities. Likewise for any consumer considering a college with separate costs for LD support services.

Defaulted Loans - Situations may arise where consumers are determined by an FAO to be in default of previous loans and/or repayment of grant over-awards. Usually they will be ineligible for any forms of financial assistance, including DSS/BRS, until such time as the "default" status is resolved. This can be accomplished through repayment, cancellation, deferral, bankruptcy, or a new repayment agreement between the consumer and the lending institution. A verification letter from the lending or training institution must be part of the case

record. Instances may occur where an individual has limited or no financial resources, has made a responsible repayment effort, and still fails to reach an agreement with the lender/grantor. Under such circumstances, it may be reasonable to conclude that maximum efforts have been made to secure grant assistance and comparable services and benefits are not available. In such cases, after careful examination of all the circumstances involving an individual's default status and financial situation, DSS/BRS assistance may be appropriate, with District Director approval.

Working While Attending School - Good career counseling at this phase should include the importance of gaining work experience while in school. People graduating from college with paid or unpaid work experience are much more employment ready than those who do not.

Part-Time School – It may be reasonable for a student to attend school on a part-time basis, due to disability related reasons. If so, an appropriate plan might be to support this for one semester and then begin to build up to full-time training. We need to apply a standard of reasonableness regarding the amount of time we are allowing for a student to complete a training program. Employers do not look favorably upon applicants who have taken an unusually long amount of time to complete their degrees, so we must include this issue in our career counseling.

Summer School - Attendance will only be considered if necessary due to course sequencing or is necessary due to disability-related needs. Sponsorship for summer school may also be considered when it can be demonstrated that it is cost-effective, by allowing the consumer to complete the program sooner.

Graduate School - Generally, college training will only be provided up to a bachelor's degree. In some cases, graduate level training may be provided when the employment goal agreed upon requires advance degree training and the consumer's disability is of such severity that he/she is unable to enter an appropriate career position and pursue graduate studies simultaneously.

The FAFSA and the VR-21 Exchange Agreement with CAPFAA can be used for part time students as well as with graduate students. Part time undergraduate students may still qualify for Pell grants. Even if traditional federal financial aid is not available, as with graduate students, the application process still allows DSS/BRS to determine and apply any available parent, student, or family contributions. The "Financial Aid Year" runs from September or fall semester through September. Any unused financial aid or resources available to a student for a "Financial Aid Year" may be applied to summer school if the student was less than full time during the preceding fall or spring semesters.

It is possible for individuals to complete the FAFSA on-line and receive an immediate "estimate" and printout of expected parent, family, or student

contribution. CAPFAA has indicated that the “estimates” are generally very close to the actual amount that ultimately gets reported out on the VR-21. For new program starts when there is no time to get a completed VR-21 back from the school, DSS/BRS can use this process and apply the “estimated” personal contributions at the onset of the plan without having to reconcile after receiving the VR-21. (When we do this we should stipulate in the plan that we will make any corrections ourselves if the VR-21 comes in slightly different from the “estimated” amounts). Students and their families can be given access to DSS/BRS computers with Internet service if they do not have personal access in their homes.

There is a web site, <http://www.finaid.com/>, where counselors and students/clients can access on-line FAFSA applications. They can also access a feature called “Calculators” that allow students and families to enter different scenarios to help them determine the affordability of various schools or to help them explore various resource alternatives.

Authorizing Funds

Financial support for occupational training in associates degree or certificate programs will not exceed the cost of a commensurate program in the Connecticut Community College (SCC) proposed system. Likewise, support for training in baccalaureate programs will not exceed the cost of the state SCC proposed system until completion of the equivalent two academic years or if and when the credit requirements for the agreed upon goal cannot be achieved within the SCC proposed system. At that point the cap will change to the cost of the state university proposed system (SUS), (Central, Southern, Eastern, or Western) for the remainder of the program. The cap at the SUS level will move to the University of Connecticut level if and when the credit requirements cannot be offered at the SUS level. Each year the cap for each of the three tiers will be provided to staff and will be based on the highest of the community/technical colleges and the highest of the state universities.

- In all cases where the SCC cap cost is applied, living and transportation expenses will only be applied based on the additional costs incurred by the individual to attend the nearest applicable state community college or university.
- For those subject to state university caps, living expenses will only be applied if the individual needs to be in residence to complete the training. Allowable expenses may not exceed the published on campus residence costs.
- For all commuters, family and student contributions will be first applied to the living expenses reported by the school in the VR-21. Any additional family contribution will then be applied to the general educational costs. DSS/BRS will not make up the difference when a student and family contribution totals

less than room and board costs reported on the VR-21. Transportation will be applied based on actual additional costs incurred.

Commensurate programs in the private sector may offer speedier enrollment or shorter programs that allow participants to finish sooner than if they attend a program in the state community/technical proposed system. In general this will not be a basis for overriding the caps set by the state community college and university proposed system. The principle of cost-effectiveness overrides the concern for more timely completion. Consumers may elect to attend any certified public or private, in-state or out-of-state institution that will meet the training needs to attain their goal, so long as they or their families take responsibility for the cost differential. Likewise, private vocational/technical schools may be chosen, provided the consumer takes responsibility for the cost differential.

Vocational Rehabilitation Supervisors will be required to review all post-secondary training plans to assess what commensurate programs are available to attain the goal and to assure the accuracy and consistency of applying this policy. If the VR Supervisor and Counselor wish to seek an exception, they should make a thorough presentation of the facts to the District Director. The District Director will make a decision based on consultation with the Chief of Client Services and appropriate Central Office Consultants.

Exceptions will generally be limited to programs for which there is no commensurate public program or reasonable equivalent. . Time delays in completion of programs in the public proposed systems compared with commensurate private programs would warrant an exception if completion of the public program would take at least 18 months longer than the private program or when a time delay will cause an extreme economic hardship on the consumer.

Exceptions may also be based on a determination that the overall costs would be lower (e.g., It may be cheaper to provide a first year student with on-campus residence at a state university rather than support the cost of daily special transportation to a community technical vocational college).

Disability accommodations and supports will rarely be a basis for exceptions since under federal law are already the responsibility of VR or the institution. Learning Disability support services are usually met by a combination of school-based and DSS/BRS services. Therefore schools specializing in that population may not warrant exceptions. For deaf students who elect to attend Gallaudet University or the National Technical Institute for the Deaf (NTID), the SCC cap will apply for the first two years if the required coursework is available at Northwest Community College (NWCC). For coursework beyond the first two academic years or for coursework not available at NWCC, the caps will be waived.

VR-21's and correct worksheets must be fully completed and filed with Employment Plan in case file. For accuracy and uniformity of interpretation supervisors should review all VR-21's.

In all cases, DSS/BRS may not provide funding beyond what is needed. That amount must be less than or equal to the amount at the bottom line of the VR-21 worksheet.

Students who receive SSI or SSDI may not be required to contribute financially toward their Employment Plan. Student contributions identified on the VR-21 should be disregarded if the student is on SSI or SSDI. Instead those students should be asked how much they can voluntarily contribute and any amount voluntarily contributed should be used as the student contribution figure on the VR-21.

Student loans to meet "unmet needs" as determined by the VR-21 are encouraged but not required. Student loans are certainly a legitimate resource for students or their families to cover the portion of the expenses that DSS/BRS will not cover.

When applying public college caps to a private school program, loans and campus-based aid from the private school should not be deducted as a resource from the public education caps, since it would not be available at the state college or university. However, other family and individual resources, and public financial aid such as Pell grants would be deducted from the public college cap in determining the maximum amount the DSS/BRS can contribute. This is based on the rationale that those resources are equally available at either institution. Students who elect to attend more costly institutions may use loans and campus-based aid to meet the additional cost.

If the VR-21 indicates work-study, unless participating in the work-study would clearly present a problem from a disability standpoint, then the work-study needs to be included as a resource. Work-study is an important employment experience that will enhance the individual's ability to secure employment upon graduation.

When DSS/BRS funding has the effect of lowering the amount of other financial aid, we must reduce our commitment in order to maintain the full benefit of the other resource.

When computers are required of incoming students, we will consider them as books and supplies on the VR-21. Under these conditions, they will not be exempt from the financial aid determination as a disability-related expense.

During a Post-Secondary Training Program

If a student withdraws from courses, especially if they do not notify the school and/or the counselor in time to receive financial credit, DSS/BRS will not be responsible for paying for that course a second time in the future. This also applies when a student fails a course.

DSS/BRS supports training, including college training, to help a consumer reach a vocational goal. If a student elects to change his/her major without discussing it with the counselor ahead of time, DSS/BRS is not under any obligation to continue to support that program. If changes in major are mutually agreed upon, they can then be supported.

Students are required to bring in grades after each semester. Students must make satisfactory progress toward completion of their program. Academic probation is not satisfactory.